

Form PTO-1595 (Rev. 08/05)
OMR No. 0651-0027 (exp. 6/30/2008)

U.S. Department of COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patents and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Martin Lauterwald

Additional name of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Black & Decker Inc.

Internal Address: Drummond Plaza Office Park

Street Address: 1207 Drummond Plaza

City: Newark

State: Delaware

Country: U.S.A. Zip: 19711

Additional Name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Execution Date(s) 08/04/2008

- Assignment Merger
- Security Agreement Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application number(s) or patent number(s):

A. Patent Application No.(s)
12/171,833

This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning this document should be mailed:

Name: Scott B. Markow

Internal Address: TW-199

Black & Decker Inc.

Street Address: 701 E. Joppa Road

City: Towson

State: Maryland Zip: 21286

Phone Number: 410-716 3906

Fax Number: 410-716-2610

Email Address: scott.markow@bdk.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

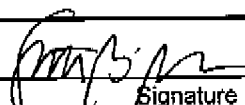
8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 02-2548

Authorized User Name Scott B. Markow

9. Signature :



September 25, 2008

Scott B. Markow

Signature

Date

Total number of pages including cover sheet, attachments, and documents

2

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

CH \$40.00 022648 12171833

Attorney Docket No. P-US-PR-1236

ASSIGNMENT

For valuable consideration, the receipt of which is hereby acknowledged by me/us, the undersigned, hereinafter referred to collectively as Assignor, does hereby sell and assign to BLACK & DECKER INC., a corporation organized and existing under the laws of the State of Delaware, U.S.A., having its principal place of business at 1207 Drummond Plaza, Newark, Delaware 19711, U.S.A., its successors, assigns, nominees, or other legal representatives, the entire right, title, and interest in and to the IMPROVEMENTS IN:

"Rotary Hammer"

invented by the undersigned, having United States Patent application Serial No. 12/171,833 filed on July 11, 2008 and all original and reissued patents granted therefor, and all divisions and continuations thereof, including the subject matter of any and all claims which may be obtained in every such patent, and the right to apply for and obtain patents, Utility Model Registrations, and Inventor's Certificates in countries foreign to the United States, and in and to any Letters Patent, Utility Model Registration, or Inventor's Certificate which may be granted thereon in such foreign countries, including all priority rights under the International Convention associated therewith for each country of the Union, and authorize and request the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue the said Letters Patent, Utility Model Registration, or Inventor's Certificate to the said BLACK & DECKER INC., its successors, assigns, nominees, or other legal representatives, as assignee of the entire interest, and covenant that I have full right to convey the entire interest herein assigned and that I have not executed and will not execute any agreement in conflict herewith, and agree that I will communicate to said Corporation, its successors, assigns, nominees, or other legal representatives, all facts known to me respecting said invention, whenever requested, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, and reissue applications, make all rightful oaths, and do all lawful acts requisite for the application for such divisional, continuing, or reissue applications, or the procuring thereof, and that if and when said BLACK & DECKER INC., its successors, assigns, nominees, or other legal representatives desire to file a disclaimer relating thereto, I/we will, upon request, sign all lawful papers requisite for the filing of such disclaimer, and I/we further covenant and agree that I/we will, at any time upon request, do everything legally possible to aid said Corporation, its successors, assigns, nominees, or other legal representatives, either in its or their own name, to apply for, obtain, and enforce patent, Utility Model, and/or Inventor's Certificate protection for said improvements in all countries, all without further consideration but at the expense of said BLACK & DECKER INC., its successors, assigns, nominees, or other legal representatives.

M. Lauterwald
Martin Lauterwald

Date: 04.08.2008

WITNESSES:

x Thomas Stanke

x [Signature]

Date: 04.08.08

Date: 04.08.2008