

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT | | | | | | | | |
|---|------------------------------|---------------|----------------|---------------------|------------|-------------------|------------|--------------|------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT | | | | | | | | |
| CONVEYING PARTY DATA | | | | | | | | | |
| <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>David C. Dunbar</td> <td>11/20/2008</td> </tr> <tr> <td>William L. Babich</td> <td>11/20/2008</td> </tr> <tr> <td>Greg Kelling</td> <td>11/19/2008</td> </tr> </tbody> </table> | | Name | Execution Date | David C. Dunbar | 11/20/2008 | William L. Babich | 11/20/2008 | Greg Kelling | 11/19/2008 |
| Name | Execution Date | | | | | | | | |
| David C. Dunbar | 11/20/2008 | | | | | | | | |
| William L. Babich | 11/20/2008 | | | | | | | | |
| Greg Kelling | 11/19/2008 | | | | | | | | |
| RECEIVING PARTY DATA | | | | | | | | | |
| Name: | Illinois Tool Works, Inc. | | | | | | | | |
| Street Address: | 3600 West Lake Avenue | | | | | | | | |
| City: | Glenview | | | | | | | | |
| State/Country: | ILLINOIS | | | | | | | | |
| Postal Code: | 60026 | | | | | | | | |
| PROPERTY NUMBERS Total: 1 | | | | | | | | | |
| <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12243813</td> </tr> </tbody> </table> | | Property Type | Number | Application Number: | 12243813 | | | | |
| Property Type | Number | | | | | | | | |
| Application Number: | 12243813 | | | | | | | | |
| CORRESPONDENCE DATA | | | | | | | | | |
| Fax Number: | (214)220-0445 | | | | | | | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | | | | | | | |
| Phone: | 214-220-0444 | | | | | | | | |
| Email: | firm@ipoftexas.com | | | | | | | | |
| Correspondent Name: | BOOTH ALBANESI SCHROEDER LLC | | | | | | | | |
| Address Line 1: | 1601 ELM STREET | | | | | | | | |
| Address Line 2: | SUITE 1950 | | | | | | | | |
| Address Line 4: | DALLAS, TEXAS 75201-4744 | | | | | | | | |
| ATTORNEY DOCKET NUMBER: | ALPI157-19107 | | | | | | | | |
| NAME OF SUBMITTER: | Peter V. Schroeder | | | | | | | | |

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Total Attachments: 4
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**PATENT
 REEL: 021927 FRAME: 0001**

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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS BY AN INVENTOR

The "Assignors" are: **DAVID C. DUNBAR**
having for post office address
1842 Crossroads Blvd.
Winter Haven, Florida 33881
and having a citizenship of
United States of America;

WILLIAM L. BABICH
having for post office address
2151 Crosshair Circle
Orlando, Florida 32837
and having a citizenship of
United States of America; and

GREG KELLING
having for post office address
195 E. Country Club Drive
West Ampton, New Jersey 08060
and having a citizenship of
United States of America.

The "Assignee" is: **ILLINOIS TOOL WORKS, INC.**
a corporation organized and existing under the laws of the State of
ILLINOIS,
having a principal business address of
3600 West Lake Avenue
Glenview, Illinois 60026
and its successors, assigns, or other legal representatives.

The "Intellectual Property" is:

- (a) an invention referred to as **"METAL ROOF TRUSS HAVING GENERALLY S-SHAPED WEB MEMBERS"**;
- (b) any and all applications for patent and patents on the invention
 - (i) that have been made or may in the future be made by the Assignor or Assignor's legal representatives, or that have been granted or may in the future be granted to the Assignor or Assignor's legal representatives,
 - (ii) whether in the United States of America or any other place anywhere in the world,
 - (iii) including without limitation any and all substitutions, divisions, continuations, continuations-in-part, and the like;
- (c) the following specific application for patent on the invention

| | |
|--------------------------------|---|
| of the following type | Utility |
| filed in the | U.S. Patent and Trademark Office |
| entitled | "METAL ROOF TRUSS HAVING GENERALLY S-SHAPED WEB MEMBERS" |
| Serial Number | 12/243813 |
| filing date | October 1, 2008 |
| attorney docket identification | ALPI157-19107 |

having for named inventor(s)
and
claiming an earliest priority of

**DAVID C. DUNBAR, WILLIAM L.
BABICH, and GREG KELLING**

- (d) any and all applications for patent and patents based on, corresponding to, or claiming the priority of the above-identified application for patent
 - (i) that have been made or may in the future be made by the Assignor or Assignor's legal representatives, or that have been granted or may in the future be granted to the Assignor or Assignor's legal representatives,
 - (ii) whether in the United States of America or any other place anywhere in the world,
 - (iii) including without limitation any and all substitutions, divisions, continuations, continuations-in-part, and the like;
- (e) any and all rights of priority in the above-identified application for patent;
- (f) any and all rights in confidential information, confidential know-how, and/or trade secrets in the invention and/or the above-identified application for patent; and
- (g) any and all contractual rights, licenses, and choses in action of every kind that now are, or that may at any time hereafter be, due or owing to or owned by Assignor, based on any of the foregoing invention, application, and/or patent rights.

The Assignor hereby declares and represents to the Assignee that:

- (a) the Assignor has reviewed and understands the contents of the specification, including the claims, in the above-identified application for patent;
- (b) the Assignor believes himself or herself to be the original, first, and sole inventor (if only one name is listed for the above-identified application for patent) or the original, first, and joint inventor (if more than one name is listed for the above-identified application for patent) together with the other named inventor(s) of the subject matter which is described and/or claimed and for which patent protection is sought on the above-identified application for patent;
- (c) to the best of Assignor's knowledge and belief the above-identified application for patent fully and accurately describes the invention, including a full and accurate description of the best mode known for practicing the invention at the time the above-identified application for patent was filed;
- (d) the Assignor has disclosed to the Assignee all information known to the Assignor to be material to the patentability of any aspect of or claim in an application on the invention or the validity of any patent issuing on the invention, as materiality is defined in U.S. Title 37, Code of Federal Regulations, § 1.56, namely information where there is a substantial likelihood that a reasonable examiner would consider the information important in deciding whether or not to allow the application to issue as a patent, including without limitation, information as to any public information, use (personal, experimental, or public), gift, offer for sale, or sale of the invention or relating to the invention before the earliest claimed priority in the above-identified application for patent; and
- (e) the Assignor has not assigned, granted, conveyed, or licensed and is under no obligation under contract or law to assign, grant, convey, or license any rights in the invention to any person or business entity (except the Assignee).

IN CONSIDERATION OF good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby assign, grant, and convey to the Assignee his or her entire right, title, and interest in and to the Intellectual Property, to the full extent of the Assignor's interest therein.

The Assignor authorizes and requests the Commissioner of Patents to issue any and all Letters Patent of the United States resulting from any and all U.S. applications of the Intellectual Property to the Assignee, as the assignee of the Assignor's entire interest therein.

The Assignor authorizes the Assignee to make applications for and to receive Letters Patent on the invention of the Intellectual Property in any foreign country in its own name.

The Assignor covenants and agrees that without further consideration the Assignor will:

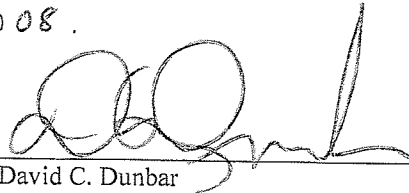
- (a) maintain the confidentiality of the status of any pending applications for patent;
- (b) maintain the confidentiality of the subject matter of the Intellectual Property except to the extent already published until the subject matter is published by or with the permission of the Assignee or otherwise becomes public through no fault of Assignor;
- (c) disclose to the Assignee any and all information of which the Assignor may become aware that may be material to inventorship, namely, who truly contributed to the conception of the invention as defined in the claims of any application for patent or patent on the invention; and
- (d) disclose to the Assignee any and all information of which the Assignor later becomes aware that may be material to the patentability of any aspect of or claim in an application on the invention or the validity of any patent issuing on the invention, as materiality is defined in U.S. Title 37, Code of Federal Regulations, § 1.56, namely information where there is a substantial likelihood that a reasonable examiner would consider the information important in deciding whether or not to allow the application to issue as a patent, including without limitation, information as to any public information, use (personal, experimental, or public), gift, offer for sale, or sale of the invention or relating to the invention before the earliest claimed priority in the above-identified application for patent.

The Assignor covenants and agrees that, upon the request and at the expense of the Assignee, without further consideration the Assignor will:

- (a) execute or procure and deliver any further assurance of title to the Intellectual Property as the Assignee may reasonably deem necessary or desirable;
- (b) execute and deliver any truthful papers and testimony in any legal proceedings that the Assignee may reasonably deem necessary or desirable to perfect the Assignee's title to or enforce the Assignee's rights in the Intellectual Property; and
- (c) execute any continuations, divisions, reexaminations, reissues, renewals, extensions, or any other additional applications for patent directed to the subject matter of the Intellectual Property or any part or parts thereof and make all rightful oaths, and do all lawful acts requisite for procuring the same therein as the Assignee may reasonably deem necessary or desirable.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

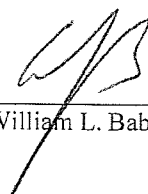
WITNESS MY hand this 20th day of Nov, 20 08 .



David C. Dunbar

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

WITNESS MY hand this 20th day of Nov, 20 08 .



William L. Babich

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

WITNESS MY hand this 19th day of Nov, 2008 .



Greg Kelling

u:\m\clients\alpi\alpi-157\assignment of intellectual property rights by an inventor.docx