

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
Earl J. Votolato		03/19/2009
RECEIVING PARTY DATA		
Name:	Earl J. and Kimberly Votolato, Trustees of the Votolato Living Trust, dated June 1, 1994 as wholly amended	
Street Address:	P.O. Box 1639	
City:	Newport Beach	
State/Country:	CALIFORNIA	
Postal Code:	92659	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	12391729	
CORRESPONDENCE DATA		
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ATTORNEY DOCKET NUMBER:	019502.0045US3	
NAME OF SUBMITTER:	Robert D. Fish	
Total Attachments: 2		
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PATENT
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ASSIGNMENT

WHEREAS, the undersigned, Earl J. Votolato, an individual residing at Newport Beach, CA (referred to hereinafter as "ASSIGNOR") has invented a certain invention entitled "UTILITY TOOL HAVING INTERCHANGEABLE TOOL CARTRIDGES" for which an United States application for Letters of Patent of the United States of America was filed on or about February 24, 2009, under serial number 12/391729; which together with related experimental data, trade secret, and other know-how is referred to hereinafter as the INVENTION.

WHEREAS, Earl J. Votolato and Kimberly Votolato, Trustees of the Votolato Living Trust, dated June 1, 1994 as wholly amended, whose mailing address is P.O. Box 1639 - Newport Beach, CA 92659, (referred to hereinafter as "ASSIGNEE"), are desirous of acquiring all entire right, title and interest in, to and under said INVENTION, and in, to and under Letters Patent or similar legal protection to be or having been obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over unto the ASSIGNEE, its successors and assigns the entire title, right and interest in and to the INVENTION, and to all Letters Patent or similar legal protection arising therefrom, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said INVENTION by said application or any continuation, continuation-in-part, divisional, renewal, substitute, reissue or reexamination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, including all priority rights under any International Convention.

ASSIGNOR further covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said INVENTION, including the patent application listed above, and any Letters Patent and legal equivalents in foreign countries issuing therefrom as may be known and accessible to ASSIGNOR, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR and ASSIGNEE each covenant to perform all acts and execute and deliver all documents as may be necessary or appropriate to carry out the intent and purposes of this assignment.

This assignment embodies the entire understanding of ASSIGNOR and ASSIGNEE and supersedes and replaces any and all pre-existing assignments or understandings between ASSIGNOR and ASSIGNEE. No amendment or modification of this assignment shall be valid

or binding upon ASSIGNOR or ASSIGNEE unless made in writing and signed on behalf of each of ASSIGNOR and ASSIGNEE by their respective duly authorized representative.

ASSIGNOR(S) acknowledge(s) that ASSIGNEE may appoint any attorney or practitioner of ASSIGNEE'S choice to prosecute any application or other legal proceeding involving said invention and ASSIGNOR(S) further acknowledge(s) that any attorney or practitioner so appointed by ASSIGNEE does not represent ASSIGNOR(S) and that such appointment by ASSIGNEE does not create any attorney-client relationship between ASSIGNOR(S) and any attorney or practitioner appointed by ASSIGNEE, in this or in any PCT or other family applications.

EXECUTED at:

Irvine, CA, this 19th day of May, 2009
City, State Month

By: Earl J. Votolato
Earl J. Votolato