Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT |

CONVEYING PARTY DATA

| Name | Execution Date |
|-----------------|----------------|
| Robert HOLLIS | 01/13/2009 |
| Kiyoshi HOSHINO | 01/05/2009 |
| Shane GLASGOW | 01/13/2009 |

RECEIVING PARTY DATA

| Name: | Emerson Electric Co. | |
|-----------------|-----------------------------|--|
| Street Address: | 8000 West Florissant Avenue | |
| City: | St. Louis | |
| State/Country: | MISSOURI | |
| Postal Code: | 63136 | |

PROPERTY NUMBERS Total: 1

| Property Type | Number |
|---------------------|----------|
| Application Number: | 29328727 |

CORRESPONDENCE DATA

Fax Number: (713)223-3717

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (713) 226-1200
Email: ndare@lockelord.com

Correspondent Name: Locke Lord Bissell & Liddell LLP

Address Line 1: 600 Travis Street
Address Line 2: Suite 3400

Address Line 4: Houston, TEXAS 77002-3095

| ATTORNEY DOCKET NUMBER: | 0021840-441US |
|-------------------------|---------------|
| NAME OF SUBMITTER: | Neva M. Dare |

Total Attachments: 3

source=021840-441US_Executed_Asg#page1.tif

PATENT REEL: 022777 FRAME: 0397 73328727

OH 340 00

DATENT

source=021840-441US_Executed_Asg#page2.tif source=021840-441US_Executed_Asg#page3.tif

PATENT REEL: 022777 FRAME: 0398

ASSIGNMENT OR RATIFICATION OF ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, I/We, the undersigned, hereafter individually "Assignor," have invented certain new and useful methods, devices, and/or systems that are disclosed and/or claimed in:

• United States Design Patent application serial number 29/328,727 filed on December 1, 2008, entitled "PORTABLE WET/DRY VACUUM APPLIANCE," that is hereafter referred to as the "Application;" and

WHEREAS, EMERSON ELECTRIC Co., having a place of business at 8000 West Florissant Avenue, St. Louis, Missouri, 63136, United States of America, hereafter "Assignee," is desirous of acquiring the entire and exclusive right, title and interest in and to, and possession of, the subject matter disclosed and claimed in the Application, including any tangible materials, know-how and trade secrets related thereto (hereafter, collectively, the "Invention"); and the entire and exclusive right, title, interest in and to, and possession of, the Application, and to all related pending and future United States and/or foreign applications disclosing or claiming the Invention in whole or in part, including, without limitation, all provisional applications, non-provisional applications, divisional applications, continuation applications, continuation-in-part applications, renewals, reissues, reexaminations, substitutes or extensions thereof, and to all patents or other related property rights that may be issued or granted thereon anywhere in the world (hereafter, collectively, the "Intellectual Property").

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to the extent not already assigned by me/us to **Assignee** by prior written agreement or employment relationship, **Assignor** has hereby assigned, transferred and conveyed, or hereby ratified such, and does hereby assign, transfer and convey, or does hereby ratify such, to **Assignee**, its successors and assigns, the entire and exclusive right, title and interest in and to, and possession and use of, the aforesaid **Intellectual Property**, throughout the world, including without limitation, the right to file and prosecute applications for patent in the name of **Assignee** and/or **Assignor**; all income, royalties, damages and payments now or hereafter due or payable with respect to any patent or other right that is based on the **Intellectual Property**; and in and to all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned hereunder, as fully and entirely as the same would have been held and enjoyed by **Assignor** if this transfer and assignment had not been made;

AND **Assignor** hereby authorizes and requests the appropriate governmental officials to issue any and all such United States or foreign country patent or related property right assigned hereunder, to **Assignee**, as the owner of the entire and exclusive right, title and interest in and to the same;

HOU 0021840.441US: 1370961v1

PATENT REEL: 022777 FRAME: 0399

AND Assignor hereby represents, warrants and covenants that he/she has the full right to convey the interest herein assigned, that he/she has not executed and will not execute any agreement, instrument or assignment in conflict herewith, and that the rights assigned herein are not otherwise encumbered by any grant, license or right;

AND Assignor further covenants and agrees that Assignor will at any time upon request make, execute and deliver without further compensation, any and all other instruments in writing. including further applications, papers, affidavits, power of attorney, assignments, and other documents, and do all lawful acts and things, which, in the opinion of counsel for Assignee, its successors and assigns, may in any country be required or necessary more effectively to secure to and vest in Assignee, its successors and assigns the Intellectual Property, and that Assignor will sign any applications for reissue, division, continuation, continuation-in-part, counterpart, renewal, reexamination, substitute or extension of said Application or any resulting patent or related property right;

AND Assignor further covenants and agrees that **Assignor** will at any time upon request communicate to the Assignee, its successors, assigns or other legal representatives any facts relating to the aforesaid Invention, Application and Intellectual Property known to it, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when requested to do so.

IN WITNESS WHEREOF, Assignor has hereunto set his hand and seal.

STATE OF MISSOURI Robert R. Hallis COUNTY OF St. LOWIS

1892 Lunenburg Drive St. Peters, Missouri 63376

Robert Hollis

1-13-2009 GIVEN UNDER MY HAND and seal of office Date of Execution

this 3 day of January, 2009.

BEFORE ME, the undersigned authority, on this

day personally appeared Robert Hollis, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to

me that he executed the same for the purposes

and consideration therein expressed.

*** NOTARIZATION IS REQUIRED ***

TONYA D. SUMMERS Notary Public-Notary Seat State of Missouri, St Charles County Commission # 06398811 My Commission Expires Jan 30, 2010 Signature

Kiyoshi Hoshino

N25W30815 Overlook Court Pewaukee, Wisconsin 53072

01-05-2009

Date of Execution

STATE OF WISCONSIN

COUNTY OF Washington \$

BEFORE ME, the undersigned authority, on this day personally appeared **Kiyoshi Hoshino**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 5 th day of January, 2009.

[NOTARX STAMP

NOTARY

OF WISC

Signature

Shane Glasgow

3419 Saint Donald Lane Saint Ann, Missouri 63074

1-13-2009

Date of Execution

STATE OF MISSOURI

COUNTY OF STADUS

BEFORE ME, the undersigned authority, on this day personally appeared **Shane Glasgow**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this

√ day of January, 2009.

[NOTARY STAMP]

*** NOTARIZATION IS REQUIRED ***

TONYA D. SUMMERS
Notary Public-Notary Seal
State of Missouri, St Charles County
Commission # 06398811
My Commission Expires Jan 30, 2010

HOU 0021840.441US: 1370961v1

RECORDED: 06/03/2009

PATENT REEL: 022777 FRAME: 0401