

**PATENT ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BARRY R. ALBERT	12/10/2009
JEFFREY M. NORTON	12/10/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	AMES TRUE TEMPER, INC.
<b>Street Address:</b>	465 RAILROAD AVENUE
<b>City:</b>	CAMP HILL
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	17011
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	29343451
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(412)566-6099
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<b>ATTORNEY DOCKET NUMBER:</b>	288903-00552
<b>NAME OF SUBMITTER:</b>	David C. Jenkins
<b>Total Attachments: 3</b> source=288903-00552ASSIGNMENT.1.1#page1.tif source=288903-00552ASSIGNMENT.1.1#page2.tif source=288903-00552ASSIGNMENT.1.1#page3.tif	

OP \$40.00 29343451

*Assignment*

WHEREAS, we, **BARRY R. ALBERT** and **JEFFREY M. NORTON**, citizens of the United States of America, and residents of **203 South Fileys Road, Dillsburg, PA 17019** and **460 South Butler Road, Lebanon, PA 17042**,, respectively, have invented certain new and useful improvements in **SQUARE POINT SHOVEL** for which Application Serial No. 29/343,451 was filed on September 14, 2009 for Letters Patent of the United States; and

AND WHEREAS **AMES TRUE TEMPER, INC.**, having an address of **465 Railroad Avenue, Camp Hill, Pennsylvania 17011**, hereinafter called the "Assignee," is desirous of acquiring the entire right, title, and interest in and to said application and the inventions and improvements therein disclosed;

NOW, THEREFORE, in consideration of One (\$1.00) Dollar and other good and valuable consideration paid to us by said Assignee, receipt whereof we hereby acknowledge, we do hereby assign, sell, transfer, and set over unto said Assignee the entire right, title, and interest in and to said application and the inventions and improvements therein disclosed for the United States and all foreign countries and any Letters Patent which may issue therefor in the United States and all foreign countries and all divisions, reissues, continuations, continuations-in-parts, re-examinations, renewals, substitutions, and/or extensions thereof including all priority rights under the International Convention associated therewith for each country and the Union, said Assignee to have and to hold the interests herein assigned to the full ends of the terms of said Letters Patent and any and all divisions, reissues, continuations, continuations-in-parts, re-examinations, renewals, substitutions, and/or extensions thereof, respectively, as fully and entirely as the same would have been held and enjoyed by us had this assignment not been made.

The Commissioner of Patents and Trademarks is requested to issue such Letters Patent in accordance herewith. We covenant that we are the lawful owners of the said application, inventions, and improvements, that the same are unencumbered, that no license has been granted to make, use, or vend the said inventions or improvements or any of them, and that we have the full right to make this assignment.

And for the consideration aforesaid, we agree that we will communicate to said Assignee, or the representatives thereof, any facts known to us respecting said inventions and improvements, and will, upon request, but without expense to us, testify in any legal proceedings, sign all lawful papers, execute all divisional, reissue, continuation, continuations-in-part, re-examinations, renewal, substitute, or extension applications, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by said Assignee or by counsel for said Assignee, to assist or enable said Assignee to obtain and enforce full benefits from the rights and interest herein assigned. This Assignment shall be binding upon our heirs, executors, administrators, and/or assigns, and shall inure to the benefit of the heirs, executors, administrators, successors, and/or assigns, as the case may be, of said Assignee.

This ASSIGNMENT is a companion Assignment to the Assignment filed September 14, 2009 at Reel/Frame 023224/0036 for the subject application.

EXECUTED December 10, 2009

Barry R. Albert (SEAL)  
BARRY R. ALBERT

State of Pennsylvania  
County of Cumberland

:  
: ss.  
:

Before me, a Notary Public in and for the said County and State, personally appeared **BARRY R. ALBERT**, who acknowledged that he is the person who executed the foregoing assignment and acknowledged it to be his free and voluntary act and deed.

Witness my hand and notarial seal this 10<sup>th</sup> day of December, 2009.

Tina M. McCarthy  
Notary Public

(NOTARIAL SEAL)

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Tina M. McCarthy, Notary Public  
Camp Hill Boro, Cumberland County  
My Commission Expires March 17, 2011  
Member, Pennsylvania Association of Notaries

EXECUTED December 10, 2009

Jeffrey M. Norton (SEAL)  
JEFFREY M. NORTON

State of Pennsylvania :  
County of Cumberland : ss.  
:

Before me, a Notary Public in and for the said County and State, personally appeared **JEFFREY M. NORTON**, who acknowledged that he is the person who executed the foregoing assignment and acknowledged it to be his free and voluntary act and deed.

Witness my hand and notarial seal this 10<sup>th</sup> day of December, 2009.

Tina M. McCarthy  
Notary Public

(NOTARIAL SEAL)

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Tina M. McCarthy, Notary Public  
Camp Hill Boro, Cumberland County  
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