

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Dorskocil Industries, Inc.	02/05/2010
RECEIVING PARTY DATA	
Name:	Northern Tool & Equipment Company, Inc.
Street Address:	2800 Southcross Drive West
Internal Address:	PO Box 1219
City:	Burnsville,
State/Country:	MINNESOTA
Postal Code:	55337
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	5605291
Patent Number:	6435432
CORRESPONDENCE DATA	
Fax Number:	(952)995-9577
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	952-224-7285
Email:	pat.shriver@fmjlaw.com
Correspondent Name:	Ernest P. Shriver
Address Line 1:	775 Prairie Center Drive
Address Line 2:	Suite 400
Address Line 4:	Eden Prairie, MINNESOTA 55442
ATTORNEY DOCKET NUMBER:	61580-19
NAME OF SUBMITTER:	Ernest P. Shriver
Total Attachments: 9 source=Assignment of Patents - 820949_1#page1.tif	

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PATENT
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ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS (this "Assignment"), effective this February 5, 2010 (the "Effective Date"), is among Daskocil Industries, Inc., a California corporation ("Company"), David Daskocil, a California resident ("Daskocil") (Company and Daskocil, collectively, "Assignor"), and Northern Tool & Equipment Company, Inc., a Minnesota corporation ("Assignee").

WHEREAS, Assignee, as purchaser, and Assignor, as seller, are entering into that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), whereby Assignee is purchasing the Purchased Assets (as defined in the Purchase Agreement) from Assignor; and

WHEREAS, Assignor and Assignee desire that Assignor assign all its right, title and interest in and to the patents related to the Purchased Assets, all as set forth on Schedule A attached hereto (the "Patents"), to Assignee, pursuant to the terms of this Assignment and the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows:

Section 1. Assignment. With respect to the Patents, Assignor hereby irrevocably assigns to Assignee, and its successors and assigns:

1.1. The entire right, title and interest to the Patents including the inventions described or claimed therein, and to each U.S. and foreign patent application and patent from which the Patents claim priority to in whole or in part;

1.2. The entire right, title and interest to any United States or foreign patents that may issue with respect to the inventions described or claimed in the Patents;

1.3. The entire right, title and interest to any renewals, reissues, extensions, substitutions, continuations, continuations in part, or divisions of the Patents, and all foreign applications based thereon;

1.4. The right to apply for patents in foreign countries in its own name and to claim any priority rights to which such foreign applications are entitled under international conventions, treaties or otherwise; and

1.5. The right to enforce patent rights to such Patents, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made; together with all claims by Assignor for damages by reason of past infringement or for provisional rights and including the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns, and other legal representatives.

Assignor agrees that all Patents shall belong exclusively to Assignee, with Assignee having the right to obtain and to hold in its own name such patents, or such other perfection, registration, certification, or protection as may be obtained or applicable to the subject matter, and any extensions and renewals thereof. Assignor hereby authorizes and requests the Commissioner of Patents to issue to Assignee any patents that may be granted in accordance with this Assignment. Assignor hereby represents and warrants that the Patents are all the patents related to the Purchased Assets.

Section 2. Further Assurances. Assignor agrees to assist Assignee in every legal way to evidence, record and perfect the assignment of the Patents hereunder and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If Assignee is unable for any reason whatsoever to secure the Assignor's signature to any document it is entitled to under this Section 2, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as his agents and attorneys-in-fact with full power of substitution to act for and on its behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

Assignor and Assignee further agree and acknowledge that the assignment hereunder is meant to assign to Assignee all of the intellectual property used in Assignee's business but titled in the name of Assignor, and Assignor hereby agrees to execute assignments of intellectual property in form and substance acceptable to Assignee of any intellectual property used in Assignee's business but titled in the name of Assignor which is not listed on Exhibit A hereto.

Section 3. Transaction Fees and Expenses. Except as expressly set forth in this Assignment, each party shall be responsible for payment of its own fees and expenses arising in connection with this Assignment and the transactions contemplated hereby.

Section 4. Right to Counsel. Assignor and Assignee acknowledge that each has the right, at its own expense and to the extent deemed necessary, to obtain its own individual, personal, professional advice with respect to the terms of this Assignment. Neither party is assuming payment of professional fees incurred by the other party related to this transaction.

Section 5. Reliance. All representations and warranties contained in this Assignment or in any other instrument or document delivered pursuant hereto, shall be deemed to have been relied upon by the parties hereto, notwithstanding any investigation made by or on behalf thereof.

Section 6. Entire Agreement, Survival. This Assignment (including the Purchase Agreement and all documents delivered pursuant thereto) supersedes all prior agreements and understandings, oral and written, between the parties with respect to the subject matter hereof and constitutes the entire agreement of the parties as to the matters set forth herein and therein.

Section 7. Counterparts. This Assignment may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

Section 8. Governing Law. This Assignment shall be construed as to both validity and performance and governed by and enforced in accordance with the laws of the State of Minnesota. Assignor hereby irrevocably consents to the exclusive jurisdiction of the courts of Minnesota with respect to the adjudication of any case or controversy arising under or in connection with this Assignment, and agrees that such courts will be the proper and only forum in which to adjudicate any such cause or controversy. Nothing in this section or otherwise shall affect Assignee's right to bring any action or proceeding against Assignor or its property in the courts of such jurisdiction as Assignor shall decide.

Section 9. Severability. If any term or provision of this Assignment, or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remaining terms, and provisions of this Assignment shall not be affected and shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment is so broad as to be unenforceable, such provision shall be interpreted to be only as broad as is enforceable.

Section 10. Amendments. This Assignment may not be modified or changed except by an instrument or instruments in writing signed by the party against whom enforcement is sought.

Section 11. Successors and Assigns. The covenants, agreements, and conditions contained herein or granted thereby shall be fully assignable by Assignee and shall be binding upon and inure to the benefit of Assignee and Assignor and their respective heirs, devisees, legatees and permitted successors and assigns.

Section 12. No Third Party Beneficiaries. Nothing in this Assignment, expressed or implied, is intended to confer on any person other than the parties or their respective heirs, successors and assigns any rights, remedies, obligations or other liabilities.

Section 13. Waiver. A waiver of any provision, term or condition of this Assignment shall not be construed as a continuing waiver, a waiver of any other provision or a waiver of the right to seek damages or indemnification for loss.

Section 14. Notices. All notices, requests, demands and other communications that are required to be or may be given under this Assignment shall be in writing and shall be deemed to have been duly delivered: (i) on the date of delivery if by personal delivery; (ii) on the date of transmission with confirmed receipt by telephone if delivered by facsimile; or (iii) on the date on which return receipt is signed or delivery is refused if dispatched by certified or registered first class mail, Federal Express or similar service, postage prepaid, return receipt requested, to the party to whom the same is so given at the following address:

If to Assignor:	Doskocil Industries, Inc. 1324 w. Rialto Avenue San Bernardino, CA 92410 Attn: David Doskocil Telephone: (909) 885-0988
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Facsimile: (909) 381-4743
Cell: (909) 522-2152

With a copy to: Gresham Savage Nolan & Tilden, APC
Attn: Adam A. Burton, Esq.
550 E. Hospitality Lane, Suite 300
San Bernardino, CA 92408
Facsimile: (909) 890-9877

If to Assignee: Northern Tool & Equipment Company, Inc.
2800 Southcross Drive West
PO Box 1219
Burnsville, MN 55337
Attn: Al Kotula
Telephone: (952) 895-6836
Facsimile: (952) 895-6877
Cell: (612) 859-4987

With a copy to: Fafinski Mark & Johnson, P.A.
Attn: Heidi A. Carpenter, Esq.
775 Prairie Center Drive, Suite 400
Eden Prairie, MN 55344
Facsimile: (952) 995-9577

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned hereby execute this Assignment of Patents as an instrument under seal as of the Effective Date.

COMPANY:

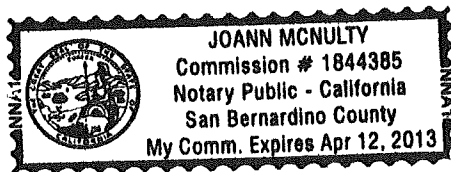
DOSKOCIL INDUSTRIES, INC.

By: David Daskocil
Print: David Daskocil
Its: PRESIDENT

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO SS.:

Subscribed, sworn to and acknowledged before me by David Daskocil, the President of Daskocil Industries, Inc., a California corporation, on this February 5, 2010.



Joann McNulty
Notary Public
My Commission Expires:

DOSKOCIL:

David Daskocil

David Daskocil, individually

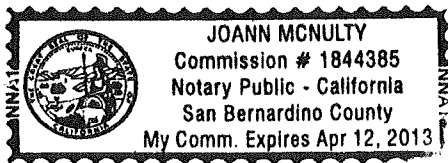
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF SAN Bernardino

SS.:

Subscribed, sworn to and acknowledged before me by David Daskocil, individually, on this February 5, 2010.



Joann McNulty
Notary Public
My Commission Expires:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN BERNARDINO }

On 2/4/2010 before me, JOANN MCNULTY, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared DAVID DOSKOCIL
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Joann McNulty
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Assignment of Patents

Document Date: 2/5/2010 Number of Pages: 8

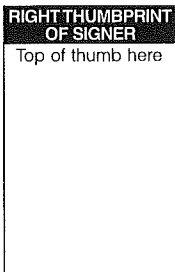
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: DAVID DOSKOCIL

- ☒ Individual
☒ Corporate Officer — Title(s): President
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

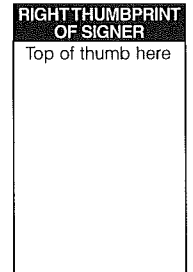
Signer Is Representing: SELF



Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____



ASSIGNEE:

NORTHERN TOOL & EQUIPMENT
COMPANY, INC.

By: Alan C. Kotula

Print: Alan C. Kotula

Its: Vice President

CERTIFICATE OF ACKNOWLEDGMENT

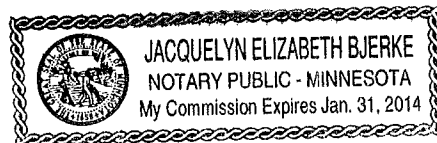
STATE OF Minnesota

COUNTY OF Hennepin

ss.:

Subscribed, sworn to and acknowledged before me by Alan C. Kotula, the
Vice President of Northern Tool & Equipment Company, Inc., a Minnesota corporation,
on this February 5, 2010.

Jacquelyn Elizabeth Bjerke
Notary Public
My Commission Expires: 1/31/14



SCHEDULE A

PATENTS

U.S. and International Patent Applications and Registrations

<u>Title</u>	<u>Country</u>	<u>Application Date</u>	<u>Application No.</u>	<u>Issue Date:</u>	<u>Patent No.</u>
Chipper/Mulcher	U.S.	4/28/94	234,055	2/25/97	5,605,291
Brush chipper with a slidable feed roller	U.S.	8/9/00	09/635,725	8/20/02	6,435,432 B1