

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
David MITCHELL	08/04/2010
RECEIVING PARTY DATA	
Name:	Private Brand Tools (Australia) Pty. Ltd.
Street Address:	41 Moreton Street, Heathwood
City:	Queensland
State/Country:	AUSTRALIA
Postal Code:	4110
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12854579
CORRESPONDENCE DATA	
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NAME OF SUBMITTER:	Duane M. Byers
Total Attachments: 1 source=Assignment#page 1.tif	

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REEL: 024824 FRAME: 0857

PATENT

ASSIGNMENT

WHEREAS, David Mitchell, an Australian citizen, residing at 58 Macalister Street, Carina Heights, Queensland, 4152, Australia, hereinafter referred to as Assignor, has invented certain new and useful improvements in a BELT POSITIONER for which Assignor has executed an Application for a Patent in the United States on the day of , 2010.

AND WHEREAS, Private Brand Tools (Australia) Pty Ltd, with its principal place of business at 41 Moreton Street, Heathwood, Queensland, 4110, Australia (hereinafter referred to as Assignee) desires to acquire the entire right, title, and interest in and to the said improvements and the said Application.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby acknowledges that it has sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said Assignee, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in, to and under the said improvements, and the said Application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and applications for Patents which may hereafter be filed for said improvements in any country or countries foreign to the United States, or under any International Treaty or Convention, and all Patents which may be granted for said improvements in any country or countries foreign to the United States, or under any International treaty or Convention in all extensions, renewals and reissues thereof; and we hereby authorize and request the Commissioner of Patents of the United States and any Official of any country or countries foreign to the United States or of any International Treaty or Convention, whose duty it is to issue patents on applications as aforesaid, to issue all Patents for said improvements to the said Assignor, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR HEREBY covenants and agrees that it will communicate to the said Assignee, its successors, legal representatives and assigns, any facts known to it respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said Assignee, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in all countries, or under any International Treaty or Convention

IN TESTIMONY WHEREOF, Assignor intending to be legally bound has hereunto affixed its signature.

THIS 4th day of AUGUST 2010

D. Mitchell
Signature

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