

09-13-2010



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To the Director of the U.S. Patent and Trademark Office, please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

James E. Brown

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) December 16, 2009

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: Wilson International Industries, Inc.

Internal Address: \_\_\_\_\_

Street Address: 1401 Nagel Boulevard

City: Batavia

State: Illinois

Country: United States Zip: 60510

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application or patent number(s):**

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

5,782.006

Additional numbers attached? ☐ Yes ☒ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Nick Marsico

Internal Address: \_\_\_\_\_

Street Address: 1755 S. Naperville Road, Suite 200

City: Wheaton

State: Illinois Zip: 60189

Phone Number: 630-344-1158

Fax Number: 630-221-1756

Email Address: NMarsico@HuckBouma.com

**6. Total number of applications and patents involved: 1**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00**

- ☐ Authorized to be charged to deposit account  
☒ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number 630-344-1158

Authorized User Name John E. Brown

**9. Signature:**

John H. Brown  
Signature

02-17-10

Date

John Wilson

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

**PATENT**  
**REEL: 024973 FRAME: 0681**

## PATENT ASSIGNMENT

**THIS PATENT ASSIGNMENT** (this "Assignment") is made and entered into as of December 16, 2009 ("Effective Date") by and between James Brown, (the "Assignor"), and WILSON INTERNATIONAL INDUSTRIES, INC. a Delaware corporation, of 1401 Nagel Boulevard, Batavia, Illinois ("Assignee").

**WHEREAS**, Assignor and Assignee are parties to that certain Purchase Agreement dated as of even date hereof (the "Agreement");

**WHEREAS**, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States patents and patent applications identified and set forth on Exhibit A attached hereto, (the "Patents"); and

**WHEREAS**, James Brown is the sole and exclusive owner of the entire right, title and interest in, to and under the Patents.

**NOW, THEREFORE**, pursuant to the Purchase Agreement and in consideration of the premises, and for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor does hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Patents, for the United States and for all foreign countries, including any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, subject to the terms of the Agreement, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.
2. Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as owner of the Patents, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent of the United States thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.
3. Assignor hereby represents and warrants that its right, title and interest in and to the Patents set forth on Exhibit A are free and clear of any liens and encumbrances except for

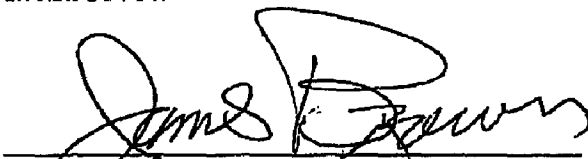
the license agreements previously disclosed to Assignee, that it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

4. Assignor shall provide Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's reasonable request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any applications covering the inventions assigned herein; (2) in the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the patent rights assigned herein, including, but not limited to, testifying as to any facts relating to the patent rights assigned herein and this Assignment; (3) in obtaining any additional patent protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) in the implementation or perfection of this Assignment.

\* \* \* \* \*


IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

  
JAMES BROWN, individually

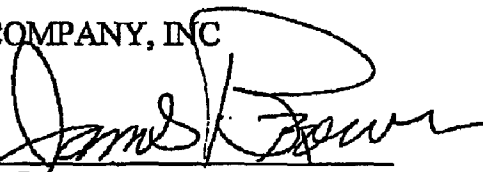
ASSIGNEE

WILSON INTERNATIONAL INDUSTRIES, INC.

By:   
John Wilson  
Its President

ACKNOWLEDGED:

DOWL-IT COMPANY, INC

By:   
James Brown  
Its President

**EXHIBIT A**  
**U.S. PATENTS AND PATENT APPLICATIONS**

**U.S. Patents**

<b>PATENT #</b>	<b>TITLE</b>	<b>DATE</b>
5,782,006	Doweling jig	July 21, 1998

**U.S. Patent Applications**

None