

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Louis M. MONTANO	02/03/2011
Larry E. SMITH	02/03/2011
RECEIVING PARTY DATA	
Name:	Testing Machines, Inc.
Street Address:	40 McCullough Drive
City:	New Castle
State/Country:	DELAWARE
Postal Code:	19720
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11305746
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Harrity & Harrity, LLP
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Address Line 2:	Suite 600
Address Line 4:	Fairfax, VIRGINIA 22030
ATTORNEY DOCKET NUMBER:	0084-0001
NAME OF SUBMITTER:	James M. Olsen
Total Attachments: 2 source=0084-0001_Signed_Assignment#page1.tif source=0084-0001_Signed_Assignment#page2.tif	

OP \$40.00 11305746

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PATENT
REEL: 025769 FRAME: 0779

**ASSIGNMENT
(Joint)
Worldwide Rights**

THIS ASSIGNMENT, by Louis M. MONTANO, and Larry E. SMITH, residing at 9628 Sheffield Rd., Perrysburg, OH 43551 and 29521 Bates Rd., Perrysburg, OH 43551 (hereinafter referred to as "the Assignors"), respectively, witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in SPLIT CRIMPER FOR HEAT SEALING PACKAGING MATERIAL set forth in an application for Letters Patent of the United States,

- (1) ☐ which is a provisional application
(a) ☐ filed herewith; or
(b) ☐ bearing Application No. _____, and filed on _____; or
- (2) ☒ which is a non-provisional application
(a) ☐ having an oath or declaration executed on even date herewith prior to filing of application;
(b) ☒ bearing Application No. 11/305,746, and filed on December 16, 2005; or
(c) ☐ filed herewith; and

We hereby authorize Applicants' representative to fill in the preceding information relating to the filing date and/or serial number, as appropriate.

WHEREAS, Testing Machines, Inc., a corporation duly organized under and pursuant to the laws of Delaware and having its principal place of business at 40 McCullough Drive, New Castle, DE 19720 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including any previously or subsequently filed provisional applications, for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, be it known that for good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, provisional applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignors had this sale and assignment not been made;

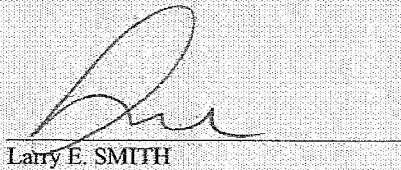
AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

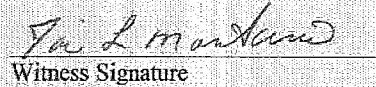
AND the Assignors hereby request the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said inventions, the Letters Patent to be issued for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.


Louis M. MONTANO

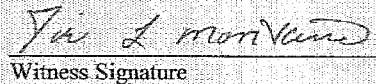
Date: 2-3-11


Larry E. SMITH

Date: 2-3-11


Witness Signature

JOE MONTANO
Witness Name


Witness Signature

JOE MONTANO
Witness Name