## PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Clifford D. Petty	03/25/2011

## **RECEIVING PARTY DATA**

Name:	D B Industries, Inc.
Street Address:	3833 Sala Way
City:	Red Wing
State/Country:	MINNESOTA
Postal Code:	55066

## PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13032331

#### **CORRESPONDENCE DATA**

Fax Number: (612)331-7401

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Address Line 4: Minneapolis, MINNESOTA 55418

ATTORNEY DOCKET NUMBER: 221-P-314USU1

NAME OF SUBMITTER: Scott V. Lundberg

Total Attachments: 2

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PATENT REEL: 026174 FRAME: 0137

#### ASSIGNMENT

WHEREAS, I, Clifford D. Petty, residing at 84 West Hadley Woodland Street, Mooresville, Indiana 46158, made certain new and useful inventions and improvements as described in U.S. Provisional Application Serial No. 61/311,318, filed March 6, 2010 entitled POLE GRABBER (RESTRICTING BELT/POLE CLIMBING FALL PROTECTION SYSTEM) WITH ADJUSTABLE POLE STRAP DEE RING, and U.S. Provisional Application Serial No. 61/382,565 filed September 14, 2010, entitled POLE CHOKER ASSEMBLY, and for which I filed an application for Letters Patent of the United States, Serial No. 13/032,331 on February 22, 2011, which is entitled POLE CLIMBING FALL PREVENTION ASSEMBLY.

AND WHEREAS, D B Industries, Inc., a corporation organized and existing under and by virtue of the laws of the State of Minnesota, and having an office and place of business at 3833 Sala Way, Red Wing, Minnesota, 55066 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor;

AND WHEREAS, we are desirous of ensuring that the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent were effectively received by and vested in the Assignee no later than the Filing Date;

NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, I have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, effective before the Filing Date, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and I do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the Assignee as the

PATENT REEL: 026174 FRAME: 0138 assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns.

AND, for the consideration aforesaid, I do hereby agree that I and my executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to me relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore I covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by me and that full right to convey the same as herein expressed is possessed by me.

IN TESTIMONY WHEREOF, I have hereunto set my hand this  $25^{+1}$  day of

STATE OF <u>Indiana</u>)

COUNTY OF <u>Margan</u>)

NOTARY

On this 25 day of March, 20//, before me personally appeared Clifford D. Petty to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]

Notary Public & KAY WATSON