

PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Todd W. Johnson	09/02/2004
Dennis J. Grzybowski	09/07/2004
Mark A. Kubale	09/02/2004
Jay J. Rosenbecker	09/02/2004
Gary D. Meyer	09/07/2004
Jeffrey M. Zeiler	09/02/2004
Kevin L. Glasgow	09/03/2004
Karl F. Scheucher	08/19/2004

RECEIVING PARTY DATA

Name:	Milwaukee Electric Tool Corporation
Street Address:	13135 West Lisbon Road
City:	Brookfield
State/Country:	WISCONSIN
Postal Code:	53005

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13109116

CORRESPONDENCE DATA

Fax Number: (414)277-0656  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 414-271-6560  
Email: MKEIPDOCKET@MICHAELBEST.COM  
Correspondent Name: MICHAEL BEST & FRIEDRICH LLP  
Address Line 1: 100 EAST WISCONSIN AVENUE  
Address Line 2: SUITE 3300  
Address Line 4: MILWAUKEE, WISCONSIN 53202

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PATENT  
REEL: 026289 FRAME: 0558

OP \$40.00 13109116

ATTORNEY DOCKET NUMBER:	066042-9537-US08
NAME OF SUBMITTER:	Jodi Anderson
<b>Total Attachments: 5</b> source=066042-9537-08-Assignment#page1.tif source=066042-9537-08-Assignment#page2.tif source=066042-9537-08-Assignment#page3.tif source=066042-9537-08-Assignment#page4.tif source=066042-9537-08-Assignment#page5.tif	

## A S S I G N M E N T

Pursuant to our obligation to Milwaukee Electric Tool Corporation (hereinafter referred to as "Assignee"), a Delaware Corporation having its principal place of business at:

13135 West Lisbon Road  
Brookfield, WI 53005

and for other valuable and sufficient consideration, receipt whereof is hereby acknowledged, we:

Todd W. Johnson  
2034 N. 115th St.  
Wauwatosa, WI 53226

Dennis J. Grzybowski  
18638 W. Lookout Lane  
New Berlin, WI 53146

Mark A. Kubale  
103 N. 16th Avenue  
West Bend, WI 53095

Jay J. Rosenbecker  
N51 W17720 Nath Ct.  
Menomonee Falls, WI 53051

Gary D. Meyer  
N11 W27607 Wildwood Ct.  
Waukesha, WI 53188

Jeffrey M. Zeiler  
W291 N4278 Prairie Wind Circle N  
Pewaukee, WI 53072

Kevin L. Glasgow  
498 Grove St.  
Lomira, WI 53048

confirm our obligation to and hereby sell, assign and convey, unto Assignee, its successors and assigns, our entire right, title and interest -

(1) in and to an invention entitled "BATTERY PACK" for which we have executed a United States Patent Application Serial No. 10/721,800, filed November 24, 2003 (Atty. File No. 066042-9537-00);

(2) in and to said United States patent application, in and to all other patent applications (including divisional, continuation, continuation-in-part, §111(b) provisional, §111(a), and reissue applications) based upon said invention, and in and to the patent or patents to be granted thereon, including reissues thereof, if any, to the full end of the term or terms for which said patent or patents may be granted;

(3) in and to all patent applications on said invention now or hereafter filed in countries foreign to the United States of America, and in and to any and all patents granted on said applications to the full end of the terms for which said patents may be granted; and

(4) under the International Convention in respect to the United States patent application and agree that any patent applications of any foreign countries which may be filed shall be filed in the name of our Assignee with a claim to priority based on said United States application.

And we hereby agree that we will, upon demand of Assignee, its successors or assigns, and without further consideration to us, execute any and all papers that may be necessary, or deemed by Assignee, its successors or assigns, to be necessary, to a complete fulfillment of the intent and purposes of this Assignment; it being understood that any expense incident to the execution of such papers shall be paid by Assignee, its successors and assigns, and not by us.

And the Commissioner of Patents and Trademarks of the United States is hereby authorized and requested to issue said United States patent or patents to Assignee.

9/2/04  
Date

Todd W. Johnson  
Todd W. Johnson

9/7/04  
Date

Dennis J. Grzybowski  
Dennis J. Grzybowski

9/2/04  
Date

Mark A. Kubale  
Mark A. Kubale

9/2/04  
Date

Jay J. Rosenbecker  
Jay J. Rosenbecker

9-7-04  
Date

Gary D. Meyer  
Gary D. Meyer

9/2/04  
Date

Jeffrey M. Zeiler  
Jeffrey M. Zeiler

9/3/04  
Date

Kevin L. Glasgow  
Kevin L. Glasgow

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## ASSIGNMENT

Pursuant to my obligation to Milwaukee Electric Tool Corporation (hereinafter referred to as "Assignee"), a Delaware Corporation having its principal place of business at:

13135 W. Lisbon Road  
Brookfield, WI 53005

as agreed upon during the telephone conference with Mr. Zeiler on February 20, 2004, and as set forth in the Agreement with Assignee dated August 19, 2004 and for other valuable and sufficient consideration, receipt whereof is hereby acknowledged, I:

Karl F. Scheucher  
7136 Eagle Rd.  
Waite Hill, OH 44094

confirm my obligation to and hereby sell, assign and convey, unto Assignee, its successors and assigns, my entire right, title and interest -

(1) in and to an invention entitled "BATTERY PACK" for which we have executed a United States Patent Application Serial No. 10/721,800, filed November 24, 2003 (Atty. File No. 066042-9537-00);

(2) in and to said United States patent application, in and to all other patent applications (including divisional, continuation, §111(b) provisional, §111(a), and reissue applications) claiming subject matter of said invention disclosed in said U.S. patent application, and in and to the patent or patents to be granted thereon, including reissues thereof, if any, to the full end of the term or terms for which said patent or patents may be granted;

(3) in and to all patent applications on said invention now or hereafter filed in countries foreign to the United States of America, and in and to any and all patents granted on said applications to the full end of the terms for which said patents may be granted; and

(4) under the International Convention in respect to the United States patent application and agree that any patent applications of any foreign countries which may be filed shall be filed in the name of the Assignee with a claim to priority based on said United States application.

And I hereby agree that I will, upon demand of Assignee, its successors or assigns, and without further consideration to us, execute any and all papers that may be necessary, or deemed by Assignee, its successors or assigns, to be necessary, to a complete fulfillment of the intent and purposes of this Assignment, it being understood that any expense incident to the execution of such papers shall be paid by Assignee, its successors and assigns, and not by me.

And the Commissioner of Patents and Trademarks of the United States is hereby authorized and requested to issue said United States patent or patents to Assignee.

August 19, 2004

\_\_\_\_\_  
Date

*Karl F. Scheucher*

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Karl F. Scheucher