

USPTO

5/27/2011 2:48:22 PM PAGE 3/009 Fax Server  
TO: KATHIE J. KOPCZYK COMPANY: 901 LAKESIDE AVENUE

PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

05/23/2011  
501539888

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Nunc Pro Tunc Assignment to correct the Assignee's Name recorded on Reel: 014227, Frame: 0099. Assignors hereby confirm the Assignee's Name is Matthew Warren, Inc.
CONVEYING PARTY DATA	

Name	Execution Date
Kenneth J. Schnettler	
Ronald D. Orr	05/18/2011
Scott C. Keihle	05/19/2011
Daniel R. Sebastian	05/18/2011
	05/18/2011

RECEIVING PARTY DATA

Name:	Matthew Warren, Inc.
Street Address:	500 East Ottawa Street
City:	Logansport
State/Country:	INDIANA
Postal Code:	46947-7008

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6235131

CORRESPONDENCE DATA

Fax Number: (216)579-0212  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (216) 586-3939  
 Email: [kjkopczyk@jonesday.com](mailto:kjkopczyk@jonesday.com)  
 Correspondent Name: Kathie J. Kopczyk  
 Address Line 1: 901 Lakeside Avenue  
 Address Line 2: Jones Day  
 Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER: 126753-620003/KJK

CH \$40.00 6235131

PATENT

REEL: 026510 FRAME: 0546

700465963

USPTO

5/27/2011 2:46:22 PM PAGE 4/009 Fax Server  
TO: KATHIE J. KOPCZYK COMPANY: 901 LAKESIDE AVENUE

Total Attachments: 5

source=ConfirmatoryAssignment#page1.tif

source=ConfirmatoryAssignment#page2.tif

source=ConfirmatoryAssignment#page3.tif

source=ConfirmatoryAssignment#page4.tif

source=ConfirmatoryAssignment#page5.tif

PATENT

REEL: 026510 FRAME: 0547



07-07-2003



102489678

7-1-03

Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) RECORDATION FORM COVER SHEET PATENTS ONLY U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies): Scott C. Keihle, Ronald D. Orr, Daniel R. Sebastian, Kenneth J. Schnettler. Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

2. Name and address of receiving party(ies) Name: Mathew Warren, Inc. Internal Address: Street Address: 500 East Ottawa Street

3. Nature of Conveyance: [x] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other Execution Date: June 30, 2003

City: Logansport State: Oregon Zip: 46947-7008 Additional name(s) & address(es) attached: [ ] Yes [x] No

4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the new application is: A. Patent Application No.(s): B. Patent No.(s): 6,235,131 Additional numbers attached? [ ] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Donald A. Gregory, DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP Internal Address: Atty. Dkt.: F8800.0404/P004 Street Address: 2101 L Street NW City: Washington State: DC Zip: 20037-1526

6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 3.41) \$ 40.00 [ ] Enclosed [ ] Authorized to be charged to deposit account [x] Authorized to be charged to credit card (Form 2038 enclosed) 8. Deposit account number: 04-1073 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. William E. Powell, III Name of Person Signing Signature Date July 1, 2003

Total number of pages including cover sheet, attachments, and documents: 8

Handwritten notes and a large scribble on the left side of the page.

## CONFIRMATORY ASSIGNMENT

**THIS ASSIGNMENT** by Scott C. Keihle, Ronald D. Orr, Daniel R. Sebastian and Kenneth J. Schnettler, (hereinafter referred to as Assignors), residing at Monticello, IN; Logansport, IN; Peru, IN and Peru, IN;

**WHEREAS**, Assignors have invented certain new and useful improvements in SYSTEM FOR HEAT TREATING COILED SPRINGS, set forth in an application for Letters Patent of the United States, filed July 9, 1999, Serial No. 09/349,984;

**WHEREAS**, Mathew Warren, Inc., a corporation organized under and pursuant to the laws of Delaware having its principal place of business at 500 East Ottawa Street, Logansport, Indiana 46947-7008 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefor and thereon, including U.S. patent number 6,235,131; and

**WHEREAS**, Assignors previously executed an Assignment by Inventor dated June 30, 1999, recorded in the United States Patent and Trademark Office at reel 010111, frame 0674, that incorrectly states the name of Assignee as "Mathew Warren Industries, Inc.," and Assignors desire to correct that error by this nunc pro tunc Confirmatory Assignment.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors confirm that they have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, nunc pro tunc effective as of June 30, 1999, the entire right, title and interest in and to the above-mentioned inventions and Application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, including U.S. patent number 6,235,131, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial

**PATENT**  
**REEL: 014227 FRAME: 0100**

**PATENT**  
**REEL: 026510 FRAME: 0549**

Property including all rights of priority, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

**AND** for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owner of the entire right, title and interest in and to the said inventions, Letters Patent and application for Letters Patent above-mentioned, and that the same are unencumbered and that 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, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will 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 any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

**AND** Assignors hereby request the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the

Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

**AND** Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

**Dickstein Shapiro Morin & Oshinsky LLP**

Gary M. Hoffman, 26,411; Thomas J. D'Amico, 28,371; Donald A. Gregory, 28,954; James W. Brady, Jr., 32,115; Jon D. Grossman, 32,699; Mark J. Thronson, 33,082; and Eric Oliver, 35,307.

**AND** Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Scott C. Keihle  
Scott C. Keihle

Date: 6-30-03

United States of America )  
State of INDIANA )ss.:  
County of CASS )

On this 30 day of June, 2003, before me personally came Scott C. Keihle, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Carol Bond  
Notary Public

Ronald D. Orr  
Ronald D. Orr

Date: 30-June-03

United States of America )  
State of INDIANA )ss.:  
County of CASS )

On this 30 day of June, 2003, before me personally came Ronald O. Orr, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Carel [Signature]  
Notary Public



Daniel R. Sebastian  
Daniel R. Sebastian

Date: 6-30-2003

United States of America )  
State of INDIANA )ss.:  
County of CASS )

On this 30 day of June, 2003, before me personally came Daniel R. Sebastian, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.


Carol A. [Signature]  
Notary Public

  
Kenneth J. Schnettler

Date: 6/30/03

United States of America )  
State of INDIANA )ss.:  
County of CASS )

On this 30 day of JUNE, 2003, before me personally came Kenneth J. Schnettler, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

  
Notary Public

USPTO

5/27/2011 2:46:22 PM PAGE 5/009 Fax Server  
 TO: KATHIE J. KOPCZYK COMPANY: 901 LAKESIDE AVENUE

### CONFIRMATORY ASSIGNMENT

WHEREAS, one or more inventions have been made by the undersigned in  
 System For Heat Treating Coiled Springs

and are the subject of a patent that issued in the United States Patent and Trademark Office on  
 May 22, 2001 under Patent No. 6,235,131, from an application for Letters Patent of the United  
 States, filed July 9, 1999, Serial No. 09/349,984.

WHEREAS, Matthew Warren, Inc., a Delaware corporation, located and doing business  
 at 500 East Ottawa Street, Logansport, Indiana 46947-7008, hereinafter referred to as  
 "Assignee", is desirous of acquiring all right, title, and interest in said inventions and patent  
 rights therefor throughout the world.

WHEREAS, Assignors previously executed an Assignment on June 30, 2003, recorded in  
 the United States Patent and Trademark Office on July 1, 2003, at Reel: 014227, Frame: 0099,  
 that incorrectly states the name of Assignee as "Mathew Warren Inc.," and Assignors desire to  
 correct that error by this nunc pro nunc Assignment.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are  
 hereby acknowledged, THE UNDERSIGNED HEREBY CONFIRM THAT THEY SOLD,  
 ASSIGNED, TRANSFERRED, AND DELIVERED TO ASSIGNEE, nunc pro tunc effective as  
 of June 30, 1999, all right, title, and interest, in the United States and throughout the world, in  
 said inventions and all patents, patent rights, patent applications, and inventor's certificates for  
 said inventions, including without limitation said patent in the United States and all provisionals,  
 divisions, continuations, continuations-in-part, and resulting patents, all right to sue for  
 infringement or past infringement, and all patents and patent rights that may be granted for said  
 inventions by states or nations other than the United States, or by other authority, entity, or  
 organization, and all applications therefor; and it is covenanted and agreed by the undersigned,  
 and for executors, administrators, and legal representatives of the undersigned, that at Assignee's  
 request any and all applications, affidavits, assignments, and other instruments will be made,  
 executed, and delivered as may be necessary or desirable to secure for or vest in Assignee, its  
 successors or assigns, any invention right, title, interest, application, patent, patent right or other  
 right or property covered by this assignment and the United States Patent and Trademark Office  
 is hereby requested and authorized to issue any and all United States patents granted on any of  
 said applications, including Patent No. 6,235,131, to Assignee as owner of the entire right, title,  
 and interest in the patents, and appropriately empowered officials of foreign countries are hereby  
 authorized to issue any letters patent granted on any of said applications to Assignee as owner of  
 the entire right, title and interest in the patents.

The undersigned hereby grants the firm of Jones Day the power to insert on this  
 assignment any further identification which may be necessary or desirable in order to comply  
 with the rules of the United States Patent and Trademark Office for recordation of this document.

USPTO

5/27/2011 2:46:22 PM PAGE 6/009 Fax Server  
TO: KATHIE J. KOPCZYK COMPANY: 901 LAKESIDE AVENUE

IN WITNESS WHEREOF, this Assignment has been executed below by the undersigned:

  
Kenneth J. Schnettler

5/18/2011  
Date

Post Office Address: 1710 E. Smithson Rd.  
Monticello, Indiana 47960

STATE OF INDIANA

COUNTY OF Cass

}  
} ss.  
}

Kenneth J. Schnettler appeared before me this 18<sup>th</sup> day of May, 2011, and acknowledged that the foregoing instrument was executed as his free act and deed for the uses and purposes set forth therein.

Melita Swartzell  
Notary Public  
(Notarial Seal)

Expiration Date: Feb. 28, 2015

USPTO

5/27/2011 2:46:22 PM PAGE 7/009 Fax Server  
TO: KATHIE J. KOPCZYK COMPANY: 901 LAKESIDE AVENUE

IN WITNESS WHEREOF, this Assignment has been executed below by the undersigned:

Ronald D. Orr  
Ronald D. Orr

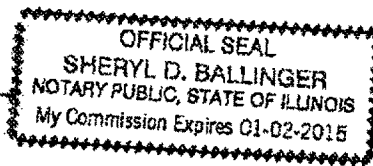
5-19-11  
Date

Post Office Address: 120 N 15<sup>th</sup> St  
Mattoon IL 61938

STATE OF Illinois }  
COUNTY OF Coles } ss.

Ronald D. Orr appeared before me this 19<sup>th</sup> day of May, 2011, and acknowledged that the foregoing instrument was executed as his free act and deed for the uses and purposes set forth therein.

Sheryl D. Ballinger  
Notary Public  
(Notarial Seal)



USPTO

5/27/2011 2:46:22 PM PAGE

8/009

Fax Server

TO: KATHIE J. KOPCZYK COMPANY: 901 LAKESIDE AVENUE

IN WITNESS WHEREOF, this Assignment has been executed below by the undersigned:

Scott C. Keihle  
Scott C. Keihle

5/18/2011  
Date

Post Office Address: 9742 N 1175 W  
Monticello, IN 47960

STATE OF INDIANA

COUNTY OF Cass

}  
} ss.  
}

Scott C. Keihle appeared before me this 18<sup>th</sup> day of May, 2011, and acknowledged that the foregoing instrument was executed as his free act and deed for the uses and purposes set forth therein.

Melita Swartzell  
Notary Public  
(Notarial Seal)

Expiration Date: Feb. 28, 2015

USPTO

5/27/2011 2:46:22 PM PAGE

9/009

Fax Server

TO: KATHIE J. KOPCZYK COMPANY: 901 LAKESIDE AVENUE

IN WITNESS WHEREOF, this Assignment has been executed below by the undersigned:

*Daniel R. Sebastian*  
Daniel R. Sebastian

5/18/2011  
Date

Post Office Address: 925 W. Kim Road  
Peru, IN 46970

STATE OF INDIANA

COUNTY OF CASS

}  
} ss.  
}

Daniel R. Sebastian appeared before me this 18<sup>th</sup> day of May, 2011, and acknowledged that the foregoing instrument was executed as his free act and deed for the uses and purposes set forth therein.

*Melita Stuartell*  
Notary Public  
(Notarial Seal)

Expiration Date: Feb. 28, 2015