

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Mr. Timm Herman	10/05/2007
Mr. Kevin Whited	10/05/2007
RECEIVING PARTY DATA	
Name:	Meritool LLC
Street Address:	5 Park Avenue
City:	Ellicottville
State/Country:	NEW YORK
Postal Code:	14731
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13193725
CORRESPONDENCE DATA	
Fax Number:	(216)621-4072
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	TAROLLI, SUNDHEIM, COVELL & TUMMINO L.L.
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Address Line 2:	SUITE 1700
Address Line 4:	CLEVELAND, OHIO 44114
ATTORNEY DOCKET NUMBER:	MER-8497 US CON 1
NAME OF SUBMITTER:	John A. Yirga
Total Attachments: 1 source=ass#page1.tif	

OP \$40.00 13193725

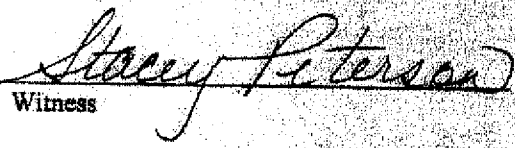
ASSIGNMENT

IN CONSIDERATION of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, We, Timm Herman and Kevin Whited citizens of the United States of America and residing at: 6277 Sugartown Road, Ellicottville, New York 14731 and 13 Maple Ave, Ellicottville, New York 14731, respectively do hereby sell, transfer, set over and assign unto MERITOOL LLC a New York Limited Liability Company having its principal place of business at 5 Park Avenue, Ellicottville, New York 14731, its successors, assigns, nominees, or other legal representatives, the entire right, title, and interest in and to the invention entitled DISPENSING TOOL, invented by us, and the application for United States patent therefor, executed concurrently herewith, and all original and reissued patents granted therefor, and all nonprovisional applications, divisions and continuations thereof, including the subject-matter of any and all claims which may be obtained in every such patent, and the right to apply for and obtain patents in countries foreign to the United States, and in and to any Letters Patent which may be granted thereon in such foreign countries, and authorize and request the Commissioner of Patents of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue the said Letters Patent to MERITOOL LLC, its successors, assigns, nominees or other legal representatives, as assignee and owner of the said entire interest, and covenant that We have full right to convey said entire interest herein assigned and that We have not executed and will not execute any agreement in conflict herewith, and agree that We will communicate to MERITOOL LLC, its successors, assigns, nominees, or other legal representatives, all facts known to us respecting said invention, whenever requested, and testify in any legal proceedings, sign all lawful papers, execute and deliver all nonprovisional, divisional, continuing, international, and reissue applications, make all rightful oaths and do all lawful acts requisite for the application for such nonprovisional, divisional, continuing, international or reissue applications, or the procuring thereof, and that if and when MERITOOL LLC, its successors, assigns, nominees or other legal representatives desire to file a disclaimer relating thereto, We will upon request, sign and deliver all lawful papers requisite for the filing of such disclaimer, and We further covenant and agree that We will, at any time upon request, do everything legally possible to aid MERITOOL LLC, its successors, assigns, nominees or other legal representatives, either in its or my own name, to apply for, obtain and enforce proper patent protection in all countries, including priority rights granted to patents in foreign countries according to all the laws and treaties in force, all without further consideration but at the expense of MERITOOL LLC, its successors, assigns, nominees, or other legal representatives.

Date: 10/5/07




Timm Herman

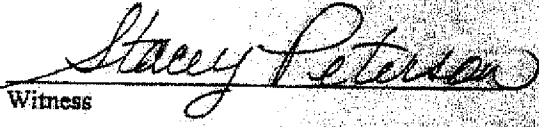


Witness

Date: 10/5/07



Kevin Whited



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