

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	ASSIGNMENT														
CONVEYING PARTY DATA															
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Richard L Leimbach</td> <td>09/29/2008</td> </tr> <tr> <td>Shane Adams</td> <td>09/29/2008</td> </tr> <tr> <td>Thomas W Clark</td> <td>09/29/2008</td> </tr> <tr> <td>Teresa Petrocelli, representative</td> <td>09/23/2008</td> </tr> <tr> <td>Michael V Petrocelli, deceased</td> <td>09/23/2008</td> </tr> <tr> <td>Senco Products, Inc.</td> <td>07/17/2009</td> </tr> </tbody> </table>		Name	Execution Date	Richard L Leimbach	09/29/2008	Shane Adams	09/29/2008	Thomas W Clark	09/29/2008	Teresa Petrocelli, representative	09/23/2008	Michael V Petrocelli, deceased	09/23/2008	Senco Products, Inc.	07/17/2009
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RECEIVING PARTY DATA															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Senco Brands, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>4270 Ivy Pointe Boulevard</td> </tr> <tr> <td>City:</td> <td>Cincinnati</td> </tr> <tr> <td>State/Country:</td> <td>OHIO</td> </tr> <tr> <td>Postal Code:</td> <td>45245</td> </tr> </table>		Name:	Senco Brands, Inc.	Street Address:	4270 Ivy Pointe Boulevard	City:	Cincinnati	State/Country:	OHIO	Postal Code:	45245				
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PROPERTY NUMBERS Total: 1															
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CORRESPONDENCE DATA															
<p>Fax Number: (513)891-2100</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 513-891-2100</p> <p>Email: fred.gribbell@ieee.org</p> <p>Correspondent Name: Frederick H. Gribbell</p> <p>Address Line 1: 6675 TAYLOR ROAD</p> <p>Address Line 4: CINCINNATI, OHIO 45248</p>															
ATTORNEY DOCKET NUMBER:	SEN0523.US4														
NAME OF SUBMITTER:	Frederick H. Gribbell														

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PATENT
REEL: 026672 FRAME: 0320

Total Attachments: 11

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PATENT

REEL: 026672 FRAME: 0321

PATENT ASSIGNMENT

WHEREAS, We, Richard L. Leimbach, a citizen of the United States, residing at 2901 Markbreit Avenue, Cincinnati, Ohio 45209, County of Hamilton, and State of Ohio; Shane Adams, a citizen of the United States, residing at 919 Evergreen Park Lane, Lebanon, Ohio 45036, County of Warren, and State of Ohio; Thomas W. Clark, a citizen of the United States, residing at 2009 Cruise Creek Road, Morning View, Kentucky 41063, County of Kenton, and Commonwealth of Kentucky; and, Teresa Petrocelli, legal representative of Michael V. Petrocelli (deceased), a citizen of the United States, residing at 3114 State Route 133, Bethel, Ohio 45106, County of Clermont (hereinafter referred to as "ASSIGNORS"), have invented a METHOD FOR CONTROLLING A FASTENER DRIVING TOOL USING A GAS SPRING, for which we have executed an application for Letters Patent of the United States, of even date herewith, and,

WHEREAS, Senco Products, Inc. a corporation duly organized and existing under the laws of Ohio, having its principal place of business at 8485 Broadwell Road, Cincinnati, Ohio 45244 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the entire interest therein:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, We, the said ASSIGNORS, hereby sell, assign, and transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals, and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues, reexaminations and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models and designs which may be granted for said invention in any country or countries foreign to the United States, and all extensions, renewals, reexaminations and reissues thereof;

ASSIGNORS HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

ASSIGNORS HEREBY grant the firm of TAYLOR & AUST, P.C. the power to insert in this Assignment any further identification or information 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.

ASSIGNORS HEREBY covenant and agree that We have full right to convey the entire interest herein assigned, and that We have not executed, and will not execute, any agreement in conflict herewith.


ASSIGNORS HEREBY further covenant and agree that We will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue, reexamination and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

ASSIGNORS HEREBY further agree to execute all necessary and lawful future documents, including assignments in favor of ASSIGNEE, or its designees as ASSIGNEE or its ASSIGNEES may from time-to-time present to us in order to perfect title in said Invention, modifications, and improvements in said Invention, applications and Letters Patent of the United States and countries foreign thereto;

ASSIGNORS HEREBY further agree to sign and properly execute such necessary and lawful papers for application for foreign patents, for filing divisions, continuations and continuations-in-part of said application for patent, and/or, for obtaining any reissue or reissues of any Letters Patent which may be granted for our aforesaid Invention, as the ASSIGNEE thereof shall hereafter require and prepare at its own expense.

ASSIGNORS:

JOINT INVENTOR:



Richard L. Leimbach

STATE OF Ohio

SS:

COUNTY OF Hamilton

Sworn to and subscribed before me this 29 day of September, 2008.


Notary Public

MELISSA L. BOWMAN
Notary Public, State of Ohio
My Commission Expires Sept. 6, 2011
Recorded In Clermont County

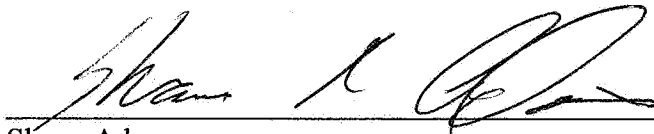
Patent Assignment

2

SEN0523.US

PATENT
REEL: 026672 FRAME: 0323

JOINT INVENTOR:


Shane Adams

STATE OF Ohio

SS:

COUNTY OF Hamilton

Sworn to and subscribed before me this 29 day of September, 2008.


Notary Public

MELISSA L. BOWMAN
Notary Public, State of Ohio
My Commission Expires Sept. 6, 2011
Recorded In Clermont County

JOINT INVENTOR:


Thomas W. Clark

STATE OF Ohio

SS:

COUNTY OF Hamilton

Sworn to and subscribed before me this 29 day of September, 2008.


Notary Public

MELISSA L. BOWMAN
Notary Public, State of Ohio
My Commission Expires Sept. 6, 2011
Recorded In Clermont County

JOINT INVENTOR:

Teresa A. Petrocelli
Teresa Petrocelli, legal representative of
Michael V. Petrocelli (deceased)

STATE OF Ohio

COUNTY OF Clermont SS:

Sworn to and subscribed before me this 23rd day of September, 2008.

Shawn E. Lawson
Notary Public

SHAWN E LAWSON
Notary Public
State of Ohio
My Commission Expires August 3, 2013

Patent Assignment

SEN0523.US

PATENT
REEL: 026672 FRAME: 0325

ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS (this "Assignment") is dated as of July 17, 2009, by and among SENCORP, an Ohio corporation; SENCO PRODUCTS, INC., an Ohio corporation; GLOBAL FASTENING SOLUTIONS, LLC, an Ohio limited liability company; TYREX, LLC, an Ohio limited liability company; NEXICOR, LLC, an Ohio limited liability company; OMNIFAST, LLC, an Ohio limited liability company; S.C. FINANCIAL, INC., a Delaware corporation; SENCO INTERNATIONAL, INC., an Ohio corporation; SENTRON MEDICAL, INC., an Ohio corporation; AGRIFAST, LLC, an Ohio limited liability company; SENCO EXPORT, INC., an Ohio corporation; SENSOURCE GLOBAL SOURCING, LLC, an Ohio limited liability company; and GREGG LABORATORIES, INC., an Ohio corporation, (together, the "Assignors"), and SENCO BRANDS, INC., a Delaware corporation ("Assignee").

WHEREAS, the Bankruptcy Court in the Bankruptcy Case of Sellers pending in the United States Bankruptcy Court for the Southern District of Ohio as case no. 09-12869 (JVA) entered that certain Order (A) approving the sale of Sellers' assets, free and clear of liens, claims, interests and Encumbrances; (B) authorizing the assumption and assignment of certain executory contracts and unexpired leases; and (C) granting certain related relief (the "Sale, Assumption and Assignment Order"); and

WHEREAS, the Assignors and Assignee, among others, are parties to that certain Asset Purchase Agreement, dated as of May 7, 2009, as amended, restated, modified or supplemented from time to time on or prior to the date hereof (the "Asset Purchase Agreement"), pursuant to which Assignee has, among other things, agreed to acquire from the Assignors, and the Assignors have agreed to sell to Assignee, all of the Assignors' rights, title and interest in the patents and patent applications set forth on Attachment I hereto (the "Assigned Patents").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors hereby assign to Assignee, and Assignee hereby accepts, the Assignors' entire rights, title and interest in and to (i) the Assigned Patents and all divisional, continuing, substitute, renewal, reissue and all other patents or applications for patent that are related by any priority claim to any Assigned Patent or relate to the invention of any Assigned Patent that has been or shall be filed by the Assignors and/or has been or shall be issued in the United States and all foreign countries, specifically including the rights to file and prosecute foreign applications under the provisions of any convention or treaty and claim priority based on such application in the United States and to have any issuing authority issue any and all United States and foreign patents granted in the future to the Assignee, (ii) all income, royalties, damages, and payments now or hereafter due or payable in respect to the Assigned Patents, and (iii) all causes of action and the rights to sue, counterclaim, and recover for past, present, and future infringement of the Assignors' rights in the Assigned Patents, as well as all rights corresponding thereto throughout the world.

Capitalized terms used herein and not otherwise defined herein have the meanings set forth in the Asset Purchase Agreement. Nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, expand, exceed, enlarge or affect the provisions set forth in, or any Person's rights, remedies or obligations under, the Asset Purchase Agreement. Notwithstanding anything contained herein to the contrary, to the extent that any

CHN1098470.4

provision of this Assignment is inconsistent or conflicts with the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

Except to the extent otherwise provided for under the Sale, Assumption and Assignment Order or the extent the mandatory provisions of the Bankruptcy Code or federal patent law apply, this Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State Delaware applicable hereto. Without limitation of any Party's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Assignment and to decide any claims or disputes which may arise or result from, or be connected with, this Assignment, any breach or default hereunder, or the transactions contemplated hereby and (ii) any and all claims relating to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action or Proceeding; *provided, however, that, if the Bankruptcy Case is closed, all Actions and Proceedings arising out of or relating to this Assignment shall be heard and determined in an Ohio state court or a federal court sitting in the state of Ohio, and the Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such Action or Proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action or Proceeding.* The Parties consent to service of process by mail or any other manner permitted by law.

(Signature pages follow)

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Patents to be executed and delivered by its duly authorized representative as of the date above first written.

ASSIGNORS:

SENCORP

By: George C. Juilfs
Name: George C. Juilfs
Title: Chairman of the Board and Chief Executive Officer

SENCO PRODUCTS, INC.

By: David T. Fyffe
Name: David T. Fyffe
Title: Treasurer

GLOBAL FASTENING SOLUTIONS, LLC

By: David T. Fyffe
Name: David T. Fyffe
Title: Treasurer

TYREX, LLC

By: David T. Fyffe
Name: David T. Fyffe
Title: Treasurer

NEXICOR, LLC

By: David T. Fyffe
Name: David T. Fyffe
Title: Treasurer

[Signature page to Assignment of Patents]

SENSOURCE GLOBAL SOURCING,
LLC

By: _____
Name: David T. Fyffe
Title: Treasurer

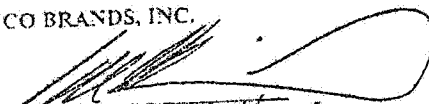
GREGG LABORATORIES, INC.

By: _____
Name: David T. Fyffe
Title: Treasurer

Acknowledged and Accepted:

ASSIGNEE:

SENCO BRANDS, INC.

By: 
Name: Ian M. Kirson
Title: VP

[Signature page to Assignment of Patents]

01-110214-1

Holder	Title	Status	Issue Date / Filing Date	Application No.	Patent No.
	fastener driving tool				5810534
Senco Products, Inc.	Cleated nail having enlarged diameter shank portion	Registered	9/22/1998		
Senco Products, Inc. ¹	Self-contained integrated welder/generator and compressor	Registered	4/18/2000		6051809
Senco Products, Inc.	Automatic chuck loadable stud welding tool and magazine therefor	Registered	5/29/2001		6239401
Senco Products, Inc.	Pneumatic fastener driving tool and an electric control system therefore	Registered	5/7/2002		6382492
Senco Products, Inc.	Pneumatic fastener driving tool and an electronic control system therefore	Registered	8/13/2002		6431425
Senco Products, Inc. ²	Power box	Registered	12/9/2003		6660967
Senco Products, Inc. ³	Power box	Registered	12/30/2003		6670580
Senco Products, Inc.	Return mechanism for a cyclic tool	Registered	6/29/2004		6755336
Senco Products, Inc.	Speed controller for flywheel operated hand tool	Registered	9/28/2004		6796475
Senco Products, Inc.	Control module for flywheel operated hand tool	Registered	12/13/2005		6974061
Senco Products, Inc.	Cordless fastener driving tool	Registered	4/10/2007		7201303
Senco Products, Inc.	Apparatus for controlling a fastener driving tool, with user-adjustable torque limiting control	Registered	2/19/2008		7331406
Senco Products, Inc.	Method for controlling a fastener driving tool using a gas spring	Pending	10/1/2008	US 2009/0090762	
Senco Products, Inc.	Fastener driving tool using a gas spring	Pending	10/1/2008	US 2009/0090759	
Senco Products, Inc.	Control module for	Pending	9/4/2007	90/008833	

¹ Co-owned with Joseph L. Colella.

² Co-owned with Joseph L. Colella.

³ Co-owned with Joseph L. Colella.

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Richard L. Leimbach, et al.

Application No./Patent No.: New Continuation Application Filed/Issue Date: New Continuation Application

Titled:

Senco Brands, Inc., a Corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest in;
2. ☐ an assignee of less than the entire right, title, and interest in
(The extent (by percentage) of its ownership interest is _____ %); or
3. ☐ the assignee of an undivided interest in the entirety of (a complete assignment from one of the joint inventors was made)

the patent application/patent identified above, by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy therefore is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: the inventors of the parent case, 12/243,693 To: Senco Products, Inc.

The document was recorded in the United States Patent and Trademark Office at
Reel 021619, Frame 0753, or for which a copy thereof is attached.

2. From: Senco Products, Inc. To: Senco Brands, Inc.

The document was recorded in the United States Patent and Trademark Office at
Reel 025301, Frame 0204, or for which a copy thereof is attached.

3. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet(s).

- ☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

/Frederick H. Gribbell/

Signature

July 29, 2011

Date

Frederick H. Gribbell

Printed or Typed Name

Attorney for Applicant

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. **SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.**

PATENT
REEL: 026672 FRAME: 0331

Privacy Act Statement

The **Privacy Act of 1974 (P.L. 93-579)** requires that you be given certain information in connection with your submission of the attached form related to a patent application or patent. Accordingly, pursuant to the requirements of the Act, please be advised that: (1) the general authority for the collection of this information is 35 U.S.C. 2(b)(2); (2) furnishing of the information solicited is voluntary; and (3) the principal purpose for which the information is used by the U.S. Patent and Trademark Office is to process and/or examine your submission related to a patent application or patent. If you do not furnish the requested information, the U.S. Patent and Trademark Office may not be able to process and/or examine your submission, which may result in termination of proceedings or abandonment of the application or expiration of the patent.

The information provided by you in this form will be subject to the following routine uses:

1. The information on this form will be treated confidentially to the extent allowed under the Freedom of Information Act (5 U.S.C. 552) and the Privacy Act (5 U.S.C. 552a). Records from this system of records may be disclosed to the Department of Justice to determine whether disclosure of these records is required by the Freedom of Information Act.
2. A record from this system of records may be disclosed, as a routine use, in the course of presenting evidence to a court, magistrate, or administrative tribunal, including disclosures to opposing counsel in the course of settlement negotiations.
3. A record in this system of records may be disclosed, as a routine use, to a Member of Congress submitting a request involving an individual, to whom the record pertains, when the individual has requested assistance from the Member with respect to the subject matter of the record.
4. A record in this system of records may be disclosed, as a routine use, to a contractor of the Agency having need for the information in order to perform a contract. Recipients of information shall be required to comply with the requirements of the Privacy Act of 1974, as amended, pursuant to 5 U.S.C. 552a(m).
5. A record related to an International Application filed under the Patent Cooperation Treaty in this system of records may be disclosed, as a routine use, to the International Bureau of the World Intellectual Property Organization, pursuant to the Patent Cooperation Treaty.
6. A record in this system of records may be disclosed, as a routine use, to another federal agency for purposes of National Security review (35 U.S.C. 181) and for review pursuant to the Atomic Energy Act (42 U.S.C. 218(c)).
7. A record from this system of records may be disclosed, as a routine use, to the Administrator, General Services, or his/her designee, during an inspection of records conducted by GSA as part of that agency's responsibility to recommend improvements in records management practices and programs, under authority of 44 U.S.C. 2904 and 2906. Such disclosure shall be made in accordance with the GSA regulations governing inspection of records for this purpose, and any other relevant (*i.e.*, GSA or Commerce) directive. Such disclosure shall not be used to make determinations about individuals.
8. A record from this system of records may be disclosed, as a routine use, to the public after either publication of the application pursuant to 35 U.S.C. 122(b) or issuance of a patent pursuant to 35 U.S.C. 151. Further, a record may be disclosed, subject to the limitations of 37 CFR 1.14, as a routine use, to the public if the record was filed in an application which became abandoned or in which the proceedings were terminated and which application is referenced by either a published application, an application open to public inspection or an issued patent.
9. A record from this system of records may be disclosed, as a routine use, to a Federal, State, or local law enforcement agency, if the USPTO becomes aware of a violation or potential violation of law or regulation.