

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
James S. Allemand	12/31/2008
RECEIVING PARTY DATA	
Name:	Swanson Tool Company, Inc.
Street Address:	211 Ontario Street
City:	Frankfort
State/Country:	ILLINOIS
Postal Code:	60423
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D579045
CORRESPONDENCE DATA	
Fax Number:	(312)321-4299
Phone:	3123214200
Email:	usassignments@brinkshofer.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Mircea A. Tipescu
Address Line 1:	PO Box 10395
Address Line 4:	Chicago, ILLINOIS 60610
ATTORNEY DOCKET NUMBER:	9727.189
NAME OF SUBMITTER:	Mircea A. Tipescu
Total Attachments: 2 source=9727189Assign#page1.tif source=9727189Assign#page2.tif	

CH \$40.00 D579045

ASSIGNMENT

WHEREAS, James S. Allemand, hereinafter called the "Assignor", has made the invention described in the United States patent application entitled Carpenter's Pencil, for a full description of which reference is here made to an application for Letters Patent of the United States filed on March 14, 2007 and assigned Application Serial No. 29/273,821, and which issued as U.S. Design Patent No. D579,045 on October 21, 2008;

WHEREAS, Swanson Tool Company, Inc., a corporation organized and existing under the laws of the State of Illinois, having a place of business at 211 Ontario Street, Frankfort, Illinois, hereinafter called the "Assignee", desires to acquire the entire right, title and interest in and to the invention and the patent application identified above, and all patents which may be obtained for said invention, as set forth below;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignor from the Assignee is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents defined above; together with the right to recover all damages, including, but not limited to, a reasonable royalty, by reason of past, present, or future infringement or any other violation of patent or patent application rights; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

The Assignor hereby covenants and agrees, for both the Assignor and the Assignor's legal representatives, that the Assignor will assist the Assignee in the prosecution of the patent application identified above; in the making and prosecution of any other patent applications that the Assignee may elect to make covering the invention identified above; in vesting in the Assignee like exclusive title in and to all such other patent applications and patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that the Assignor will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignor has executed this agreement.

DATED:

12/31/08

James S. Allemand
James S. Allemand

STATE OF

)

) ss.

COUNTY OF

)

I, Trena M. Julian, a Notary Public in and for the County and State aforesaid, do hereby certify that James S. Allemand, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed, sealed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 31 day of December, 2008.

Trena M. Julian
Notary Public

My Commission Expires: 5/16/09

