## 502077743 09/27/2012

#### PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
Michael R. Desmond	11/03/2011
William H. Hoffman	11/03/2011

## RECEIVING PARTY DATA

Name:	Senco Brands, Inc.	
Street Address:	Street Address: 4270 Ivy Pointe Boulevard	
City:	Cincinnati	
State/Country:	ОНЮ	
Postal Code:	45245	

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13629585

### **CORRESPONDENCE DATA**

**Fax Number**: 5138912100

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 513-891-2100
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ATTORNEY DOCKET NUMBER: SEN0531.US2

NAME OF SUBMITTER: Frederick H. Gribbell

**Total Attachments: 5** 

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PATENT REEL: 029041 FRAME: 0109 OF \$40.00 13629585

# PATENT ASSIGNMENT

WHEREAS, WE, Michael R. Desmond, a citizen of the United States, residing at 853 Sandstone Ridge, Cold Spring, KY 41076, County of Campbell, and State of Kentucky; and William H. Hoffman, a citizen of the United States, residing at 6620 Afton Ave, Cincinnati, OH 45213, County of Hamilton, and State of Ohio (hereinafter referred to as "ASSIGNORS"), have invented a SCREWDRIVER TOOL WITH IMPROVED CORNER FIT FUNCTION, for which we have executed an application for Letters Patent of the United States, of even date herewith, and

WHEREAS, Senco Brands, Inc., a corporation duly organized and existing under the laws of Delaware, having its principal place of business at 4270 Ivy Pointe Boulevard, Cincinnati, Ohio 45245 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the entire interest therein:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency 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 Invention (wherein "Invention" includes modifications and improvements, in whole or in part) throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, and said United States application and all divisions, renewals, continuations, and continuations-in-part 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:

TO BE HELD AND ENJOYED by said ASSIGNEE, its successors, and assigns, to the full ends of the respective terms for which said patents have been or may be granted, as fully and entirely as the same would have been held and enjoyed by us, had no sale and assignment of said interest been made.

ASSIGNORS HEREBY authorize and request the Director 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.

Patent Assignment

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PATENT REEL: 029041 FRAME: 0110 ASSIGNORS HEREBY grant the firm of FREDERICK H. GRIBBELL, LLC 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, or any foreign patent office, for recordation of this document.

ASSIGNORS HEREBY covenant 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 future documents, including assignments in favor of ASSIGNEE, or its designees, as ASSIGNEE or its designee may from time-to-time present to me in order to perfect title in said Invention; execute all divisional, continuing, continuation-in-part, reissue, reexamination, renewal, and foreign applications in any country; and make all rightful oaths, and generally do everything possible to aid said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said Invention in all countries.

JC	)IN	T	IM	<b>VEN</b>	1T	OR:

Signed this <u>3</u> day November, 2011.

Inventor: Michael R. Desmond

STATE OF	Ohio	):
COUNTY OF	Hamilton	) SS:

Before me personally appeared, Michael R. Desmond, to me known to be the person described in the above assignment, who signed the foregoing instrument in my presence and acknowledged the same to be his free act and deed, on the day and year aforesaid.

Notary Public

FREDERICK H. GRIBBELL, Attorney at Law Notary Public, State of Ohio My Commission Has No Expiration Date Section 147.03

Patent Assignment

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OINT INVENTOR:
signed this 2 day of November, 2011.
Inventor: William H. Hoffman
TATE OF Ohio
COUNTY OF Hamilton ) SS:
Before me personally appeared, William H. Hoffman, to me known to be the erson described in the above assignment, who signed the foregoing instrument in my presence and cknowledged the same to be his free act and deed, on the day and year aforesaid.
Fill H Calal Notary Public

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FREDERICK H. GRIBBELL, Attorney at Law Notary Public, State of Ohio My Commission Has No Expiration Date Section 147.03

Patent Assignment

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		STATEMENT UN	IDER 37 CFR 3.73(b)	
Applicant/l	Patent Owner: Micha	el R. Desmond et al.		
Application No./Patent No.: New Continuation Application			Filed/Issue Date:	New Continuation Application
Titled:				
Senco Bra	ands, Inc.	, a <u></u> , a	poration	
(Name of Ass	signee)	(T	ype of Assignee, e.g., corporation	on, partnership, university, government agency, etc.
states that	it is:			
1.	the assignee of the e	ntire right, title, and interest in;		
2.	an assignee of less the (The extent (by perce	an the entire right, title, and intentage) of its ownership interest i	rest in s %); or	
3.	the assignee of an un	divided interest in the entirety of	(a complete assignment	from one of the joint inventors was made)
the patent	application/patent ider	tified above, by virtue of either:		
A. 🔀	An assignment from t the United States Pat copy therefore is atta	ent and Trademark Office at Re	ication/patent identified a el <u>027173</u> , F	bove. The assignment was recorded in rame 0941 , or for which a
OR B.	A chain of title from th	e inventor(s), of the patent appli	cation/patent identified a	bove, to the current assignee as follows:
	1. From:		To:	
	The docum	ent was recorded in the United S	States Patent and Traden	nark Office at
	Reel	, Frame	, or :	for which a copy thereof is attached.
	2. From:		То:	
		ent was recorded in the United S		
	Reel	, Frame	, or	for which a copy thereof is attached.
	3. From:		To:	
	The docum	ent was recorded in the United S		
	Reel	, Frame	, or	for which a copy thereof is attached.
	Additional document	s in the chain of title are listed o	n a supplemental sheet(s	).
		.73(b)(1)(i), the documentary evi ubmitted for recordation pursuar		e from the original owner to the assignee was,
		(i.e., a true copy of the original a		must be submitted to Assignment Division in PTO. See MPEP 302.08]
The under	signed (whose title is s	upplied below) is authorized to a	nct on behalf of the assign	nee.
/Frederick	k H. Gribbell/			September 27, 2012
Si	gnature			Date
Frederick	H. Gribbell			Attorney for Applicant

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.

Printed or Typed Name

# 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:

- 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.

PATENT REEL: 029041 FRAME: 0114

RECORDED: 09/27/2012