

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5907345

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
EARTH TOOL COMPANY, LLC	12/17/2019
RECEIVING PARTY DATA	
Name:	THE CHARLES MACHINE WORKS, INC.
Street Address:	1959 W. FIR AVENUE
City:	PERRY
State/Country:	OKLAHOMA
Postal Code:	73077-0066
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16476418
CORRESPONDENCE DATA	
Fax Number:	(612)607-7100
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
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Correspondent Name:	BARBARA A. WRIGLEY
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Address Line 4:	MINNEAPOLIS, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	203137.00294
NAME OF SUBMITTER:	BARBARA A. WRIGLEY
SIGNATURE:	/Barbara A. Wrigley/
DATE SIGNED:	01/13/2020
Total Attachments: 3 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif	

PATENT ASSIGNMENT TO
THE CHARLES MACHINE WORKS, INC.

This agreement is between The Charles Machine Works, Inc., an Oklahoma corporation having an address at 1959 W. Fir Avenue, Perry, Oklahoma 73077-0066 ("CMW" or "Assignee"); and Earth Tool Company, LLC, a Wisconsin limited liability company, located at 1300 Capital Drive, Oconomowoc, Wisconsin 53066 ("CMW-Affiliated Company" or "Assignor").

The Assignor is a wholly-owned subsidiary of CMW. On April 1, 2019, The Charles Machine Works, Inc. merged with The Toro Company.

For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby confirms that it transfers, conveys and assigns to CMW, for itself and its successors, transferees, assignees, the following:

1. All of its right, title, and interest in all inventions and improvements ("Subject Matter") that are disclosed in the Letter Patents ("Assigned Patents"):

SEE ATTACHED EXHIBIT A

and:

2. All of its right, title and interest in and to:

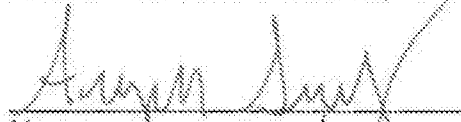
The Assigned Patents, including (a) any right of priority; (b) any provisional, division, continuation, substitute, renewal, reissue, and other applications related to the Subject Matter which have been or may be filed in the United States or elsewhere in the world; (c) any patents which may be granted in the applications set forth in (a) and (b) above; and (d) the right to sue in its own name and to recover for past infringement of any or all of any applications or patents issuing therefrom together with all rights to recover damages for infringement of provisional rights; the same to be held and enjoyed by the 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 any Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by the Assignor, had this sale and assignment not been made.

Prior to assigning its rights to CMW, Assignor represents and warrants that it was the sole and lawful owner of the entire right, title and interest in and to the Assigned Patents and the Subject Matter, and that the same was unencumbered, and that Assignor had good and full right and lawful authority to sell and convey the same.


Assignor agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Patent Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to CMW the rights, titles, and interests herein conveyed; (2) communicate to CMW all known facts related to the Subject Matter of the Letters Patent; and (3) generally do all lawful acts that CMW shall consider desirable for the procurement, maintenance, enforcement and defense of the Letters Patent. Assignor further agrees to provide any successor to CMW the rights, titles, interests, benefits and assistance herein conveyed.

IN WITNESS WHEREOF, the Assignor has executed this Patent Assignment Agreement as of this 17th day of December, 2019.

EARTH TOOL COMPANY, LLC


Name: Angie Shavelly
Title: Asst. Secretary

THE CHARLES MACHINE WORKS, INC.


Name: Timothy P. Donnell
Title: Vice President

Attached: Exhibit A

EARTH TOOL COMPANY, LLC

ASSIGNED PATENTS AND PATENT APPLICATIONS ("ASSIGNED PATENTS")

Country	Title	Filing Date	Application No.
Australia	Assembly for Relining a Junction Between a Branch Pipeline and a Min Pipeline and for Relining a Part of or the Whole Branch Pipeline	January 8, 2018	2018206204
United States	Assembly for Relining a Junction Between a Branch Pipeline and a Min Pipeline and for Relining a Part of or the Whole Branch Pipeline	July 8, 2019	16/476,418