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FORM PTO-159 (Rev. 9-93)  
OMB No. 0651-0011  
Copyright 1994-95  
MOS/REV 3



RE

01-26-1999

Docket No :



Tab settings →

01-14-1999

To the Hon U.S. Patent & TMO/TM Mail Rcp1Dt #34

100950352

red original documents or copy thereof

1. Name of conveying party(ies):

California Industrial Products, Inc.

2. Name and address of receiving party(ies):

Name: Illinois Tool Works Inc.

Internal Address:

Street Address: 3600 West Lake Avenue

City Glenview State: IL ZIP: 60025

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State California  
☐ Other

Additional names(s) of conveying party(ies) ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other

Execution Date May 4, 1998

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☒ Corporation-State Delaware  
☐ Other

If assignee is not domiciled in the United States, a domestic designation is ☐ Yes ☐ N

(Designations must be a separate document from

Additional name(s) & address(es) ☐ Yes ☐ N

4. Application number(s) or registration numbers(s)

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,792,366  
1,314,313

Additional numbers ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Maria J. Martin

Internal Address Illinois Tool Works Inc.

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ \$65.00 E

☒ Enclosed

☐ Authorized to be charged to deposit account

Street Address: 3600 West Lake Avenue

8. Deposit account number:

City Glenview State: IL ZIP: 60025

01/22/1999 BHUYEN 00000303 1792366

DO NOT USE THIS SPACE

01 FC:481 40.00 DP  
02 FC:482 25.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document

Maria J. Martin

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 1843 FRAME: 0807

## **NUNC PRO TUNC TRADEMARK ASSIGNMENT**

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which is hereby acknowledged by ASSIGNOR and ASSIGNEE, CALIFORNIA INDUSTRIAL PRODUCTS, INC., a California corporation, having a principal place of business at P.O. Box 2261, 11525 S. Shoemaker, Sante Fe, California 90670, (hereinafter sometimes referred to as "ASSIGNOR") owning all right title and interest in and to the patent rights identified in Schedule 1.1(g), hereby assigns, transfers and sets over to ILLINOIS TOOL WORKS INC., a Delaware corporation having a principal place of business at 3600 West Lake Road, Glenview, Illinois, 60025-5811 (hereinafter sometimes referred to as "ASSIGNEE") *nunc pro tunc* as of May 4, 1998 and pursuant to the terms of said Agreement by and between the parties, ASSIGNOR'S worldwide right, title and interest in and to, as well as the goodwill of the business symbolized by the trademarks listed on Schedule 1.1(g) as well as all associated designations, designs and/or logos embodying same. Together with ASSIGNOR'S entire worldwide right, title and interest in and to the subject marks and registrations, and the goodwill associated with the marks being herewith assigned to ASSIGNEE, and any and all rights and privileges in the United States as well as throughout the entire world associated with the same, including the right to sue for all past infringements of either which may have occurred before the date of this Assignment.

ASSIGNOR hereby covenants and warrants that it has full right to convey, *nunc pro tunc*, the above described worldwide right, title, interest and associated goodwill by this instrument, free of all encumbrances, and that no other agreement has been or will be executed in conflict herewith.

ASSIGNOR agrees to perform all affirmative acts which may be necessary or desirable to perfect the above-described transfer of trademark rights and registration, or to maintain said registration before the United States Patent and Trademark Office, at ASSIGNEE'S expense, as well as to cooperate with ASSIGNEE in obtaining and/or providing information required in any proceedings relating to said trademark and/or the associated said registration.

ASSIGNOR further authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the appropriate officials in any other country to issue any and all additional trademark and/or service mark registrations, amended registrations, re-issued or renewed certificates of registration that have been or may be granted upon any applications or petitions for the same, to ASSIGNEE, its successors and/or assigns.

ASSIGNOR  
CALIFORNIA INDUSTRIAL PRODUCTS INC.

By: Raymond C. Davis  
Its: PRESIDENT

Dated: DECEMBER 14, 1993

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 19\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

# MID-STATE BANK

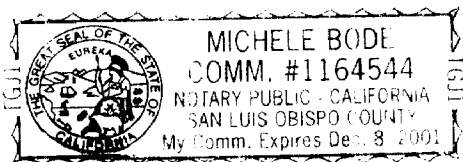
## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Luis Obispo

On December 14, 1998 before me, Michele Bode, Notary Public, personally appeared Raymond C. Derby,

☐ personally known to me - **OR** - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

  
Signature of Notary

### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

#### CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☒ Individual  
☐ Corporate Officer

Title

- ☐ Partner(s)      ☐ Limited  
☐ General  
  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

#### DESCRIPTION OF ATTACHED DOCUMENT

Nunc Pro Tunc Trademark Assignment

Title or Type of Document

11 Including this page

Number of Pages

12/15/98

Date of Document

None

Absent Signer (Principal) is Representing:

Signer(s) Other Than Name(s) Above

**Schedule 1.1(g)**

**Patents and Trademarks**

**/**

Software License Agreement between Electronic Storage Corporation and California Industrial Products for LaserVault Everywhere software (License Number 97063-1)

Application Software License Agreement, dated as of December 19, 1996, between CIM Vision, International, and California Industrial Products, Inc., for use of certain application software described therein

License Agreement Number 293653, dated as of October 31, 1995, between Computer Associates International, Inc. and California Industrial Products for the Licensed Program described therein

Also see attached.

CALIFORNIA INDUSTRIAL PRODUCTS, INC.

U.S. Patent No. [Abandoned]

Issued :

Ser. No.: 07/170,895

Inventor: R. C. Derby

Title : MULTIPLE SLEEVE-NUT  
ANCHOR PLATE

Corresponding foreigners:	Belgium	0333953
	Canada	1,316,019
	France	0333953
	Germany	P3867836.5-08
	Italy	0333953
	Japan	2,720,047
	Korea	App. No. 88-7715
	Spain	0333953
	Sweden	0333953
	U.K.	0333953

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U.S. Patent No. 5,249,900

Issued : October 5, 1993

Ser. No.: 07/946,650

Inventor: R. K. Mitts

Title : THREADED FASTENER FOR  
MOUNTING WITHIN AN  
OPENING IN A PANEL

Corresponding foreigners:	France	EP 0588467
	Germany	P9306889.2-08
	Italy	EP 0588467
	Spain	EP 0588467
	U.K.	EP 0588467

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U.S. Patent No. 5,069,051

Issued : December 3, 1991

Ser. No.: 06/756,850

Inventor: B. Olah

Title : METHOD AND APPARATUS FOR  
FORMING THREADS ON A  
SLEEVE INNER WALL

NO FOREIGNS FILED

TRADEMARK

REEL: 1843 FRAME: 0812

European Appln. 95307385.5  
Filed : October 17, 1996  
Inventor: J. Fischer and P. Garnerio  
Title : ANCHORING PLATE

Based on Italian Application TO94A000819

Designated States: France, Germany, Spain, U.K.

U.S.

5,676,510 - 10/14/97

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U.S. Application Ser. No. 08/387 129  
Filed : February 17, 1995  
Inventor : R. K. Mitts  
Title : THREADED FASTENER FOR  
SOUNDLESS MOUNTING WITHIN  
A PANEL OPENING  
Status : Pending

No Foreigns filed

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PCT Application No. PCT/US96/10292  
Filed : June 14, 1996  
Inventor : R. K. Mitts  
Title : FLOATING NUT SPRING ASSEMBLY

Designated States: France, Germany, Italy, Spain, U.K.

PCT Application No. PCT/US97/23354  
Filed December 19, 1997  
Inventor Richard K. Mitts  
Title MULTIPLE BELLEVILLE WASHER  
NUT CONSTRUCTION

Designated States: France, Germany, Italy, Spain, Sweden, U.K.

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PAC-FASTENER, INC.

<u>Serial No./</u> <u>Patent No.</u>	<u>Filed/</u> <u>Issued</u>	<u>Inventor/s</u>	<u>Title</u>
4,900,209	Feb. 13, 1990	R.L. Reynolds	NUT AND WASHER ASSEMBLY
4,930,962	June 5, 1990	R.L. Reynolds	NUT AND STUD ASSEMBLY
4,940,377	July 10, 1990	R.L. Reynolds	LAMINATED NUT HAVING CAGE WITH NESTED FINGERS AND METHOD OF MANUFACTURE
4,984,319	Jan. 15, 1991	R.L. Reynolds	METHOD OF MANU- FACTURING A LAMINATED NUT HAVING CAGE WITH NESTED FINGERS
5,017,079	May 21, 1991	R.L. Reynolds	LAMINATED NUT WITH ONE WAY INSTALLATION
5,049,017	Sept. 17, 1991	R.L. Reynolds	LAMINATED NUT WITH ANTI-SPIN OFF STRUCTURE AND METHOD OF MAKING NUT
5,139,380	Aug. 18, 1992	R.L. Reynolds	SCALLOPED NUT AND METHOD OF CONSTRUCTION

**FOREIGN PATENTS/APPLICATIONS:**

Country	Patent/ Appln. No.	Filed/ Dated	Patentee
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**BASED ON****U.S. PATENT 4,930,962 (Ser. No. 278,538)****NUT AND STUD ASSEMBLY**

Canada	1,315,133	March 30, 1993	Pac-Fasteners
France	0 371 579	August 26, 1992	Pac-Fasteners
Germany	P689 02 630.7	August 26, 1992	Pac-Fasteners
Great Britain	0 371 579	August 26, 1992	Pac-Fasteners2
Italy	0 371 579	August 26, 1992	Pac-Fasteners
Japan	2710995	October 24, 1997	Pac-Fasteners
Sweden	0 371 579	August 26, 1992	Pac-Fasteners

**BASED ON****U.S. PATENT 4,940,377 (Ser. No. 388,658)****LAMINATED NUT HAVING CAGE WITH NESTED FINGERS  
AND METHOD OF MANUFACTURE**

Canada	Appln. No. 2,010,847	Filed Feb. 23, 1990	Pac-Fasteners
France	0 411 737	Oct. 27, 1993	Pac-Fasteners
Germany	P69004184.5	Oct. 27, 1993	Pac-Fasteners
Great Britain	0 411 737	Oct. 27, 1993	Pac-Fasteners
Italy	0 411 737	Oct. 27, 1993	Pac-Fasteners
Japan	Appln. No. 59816/90	Filed March 9, 1990	Pac-Fasteners
Sweden	0 411 737	Oct. 27, 1993	Pac-Fasteners

BASED ON

U.S. PATENT 5,017,079 (Ser. No. 939,490)

[continuation of Ser. No. 939,490]

LAMINATED NUT WITH ONE WAY INSTALLATION

Canada	1,297,709	March 24, 1992	Pac-Fasteners
France	0 271 305	Feb. 27, 1991	Pac-Fasteners
Germany	P37 68221.0-08	Feb. 27, 1991	Pac-Fasteners
Great Britain	0 271 305	Feb. 27, 1991	Pac-Fasteners
Italy	0 271 305	Feb. 27, 1991	Pac-Fasteners
Japan	UM-2537556	March 7, 1997	Pac-Fasteners
Sweden	0 271 305	Feb. 27, 1991	Pac-Fasteners

BASED ON

U.S. PATENT 5,139,380 (Ser. No. 619,127)

SCALLOPED NUT AND METHOD OF CONSTRUCTION

Canada	Appln. No. 2,049,138	Filed Aug. 13, 1991	Pac-Fastener
France	0 488 500	Mar. 16, 1994	Pac-Fasteners
Germany	P69101426.4-08	Mar. 16, 1994	Pac-Fasteners
Great Britain	0 488 500	Mar. 16, 1994	Pac-Fasteners
Italy	0 488 500	Mar. 16, 1994	Pac-Fasteners
Japan	Appln. No. 255379/91	Filed Oct. 2, 1991	Pac-Fasteners
Sweden	0 488 500	Mar. 16, 1994	Pac-Fasteners

BASED ONU.S. PATENT 4,383,787 (SER. NO. 187,833)FREE SPINNING LAMINATED NUT WITH AUTOMATIC LOCKInventor: E. J. ReynoldsGreat Britain

- (1) No. EP 0163832 B1 dated September 9, 1981  
IMPROVED LAMINATED LOCK NUT
- (2) No. EP 0163833 B1  
IMPROVED LAMINATED LOCK NUT
- (3) No. EP 0060271 B1  
FREE SPINNING LAMINATED NUT WITH AUTOMATIC LOCK

Germany

- (1) No. P317703.5  
IMPROVED LAMINATED LOCK NUT
- (2) No. P3177036.3  
IMPROVED LAMINATED LOCK NUT
- (3) No. P3176179.8  
FREE SPINNING LAMINATED NUT WITH AUTOMATIC LOCK

France

- (1) No. 0163832  
IMPROVED LAMINATED LOCK NUT
- (2) No. 0163833  
IMPROVED LAMINATED LOCK NUT
- (3) No. 0060271  
FREE SPINNING LAMINATED NUT WITH AUTOMATIC LOCK

CALIFORNIA INDUSTRIAL PRODUCTS, INC.

TRADEMARKS

CIP - Int. Cl. 6

<u>Country</u>	<u>Number</u>	<u>Granted</u>
Benelux	Reg. 507614	08/03/92
France	Reg. 1689796	08/28/91
Germany	Reg. 2051324	12/06/93
Italy	Reg. 636791	12/19/94
Spain	Reg. 1654904	09/04/91
Sweden	Reg. 255 855	02/25/94
U.K.	Reg. 1474839	04/22/94
U.S.	Reg. 1,792,366	09/14/93

PACNUT - Int. Cl. 6

Benelux	Reg. 576319	05/24/95
France	Reg. 95/588606	09/19/95
Germany	Reg. 39512442	03/21/95
Japan	Reg. 2,522,077	03/31/93
Spain	Reg. 1982117	08/22/95
U.K.	Reg. 2013765	03/10/96
U.S.	Reg. 1,314,313	01/15/85