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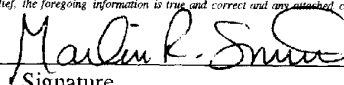


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PATENTS ONLY

Form PTO-1505 REC T U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

JCI35 U.S. PTO
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06/11/98

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies) Thomas N. Chalin</p> <p>Additional name(s) and address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: Watson & Chalin Manufacturing, Inc.</p> <p>Internal Address:</p> <p>Street Address: 2060 Couch Drive McKinney, Texas 75069</p> <p>Additional name(s) and address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p>Other _____</p> <p>Execution Date: June 5, 1998</p>			
<p>4. Application number(s) or patent number(s):</p> <p>If this document is being filed together with a new application, the execution date of the application is: June 11, 1998</p> <table border="1"> <tr> <td data-bbox="305 1083 732 1230">A. Patent Application No.(s)</td> <td data-bbox="732 1083 1266 1230">B. Patent No.(s)</td> </tr> </table> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		A. Patent Application No.(s)	B. Patent No.(s)
A. Patent Application No.(s)	B. Patent No.(s)		
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Marlin R. Smith, Esq. Registration No. 38,310 KONNEKER & SMITH, P.C. 660 N. Central Expressway, Ste. 230 Plano, Texas 75074-5479</p>	<p>6. Total number of applications and patents involved: 1</p> <p>7. Total fee (37 CFR 3.41) \$ 40.00</p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Any deficiencies or overpayments are authorized to be charged to or credited to deposit account</p> <p>8. <input checked="" type="checkbox"/> Authorization is hereby given to charge any fee deficiencies, or to credit any overpayment to Deposit Account No. 11-1543. A DUPLICATE COPY OF THIS SHEET IS ENCLOSED HEREWITH.</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>		
<p>06/18/1998 SMITH 00000021 09096080</p> <p>01 FC:581 40.00 DP DO NOT USE THIS SPACE</p>			
<p>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.</p> <p>Marlin R. Smith  June 11, 1998</p> <p>Name of Person Signing Signature Date</p> <p>Total number of pages comprising cover sheet: 4</p>			

OMB No. 0851-0011 (exp. 4/94) (Form 13915.01)

ASSIGNMENT

In consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, I the undersigned,

Thomas N. Chalin

Hereby sell, assign and transfer to Watson & Chalin Manufacturing, Inc. (hereinafter referred to as the Assignee), a corporation of the state of Texas having a place of business at 2060 Couch Drive, McKinney, Texas 75069, its successors, assigns and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent, said application having been executed on 6-11-98, and is entitled "AXLE ALIGNMENT SYSTEM", and in and to said application and all divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all utility models, industrial models, certificates of invention, and designs on said improvements;

Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to but at the expense of said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue and all other patent applications, and all other like rights of exclusion in any country on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

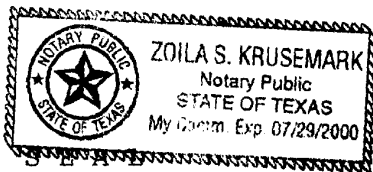
IN TESTIMONY WHEREOF, I have duly executed this assignment this 5 day of JUNE, 1998.

Thomas N. Chalin
Thomas N. Chalin

STATE OF TEXAS)
COUNTY OF Collin) S.S.

BEFORE ME, the undersigned authority, on this day personally appeared Thomas N. Chalin, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 5th day of June, 1998.



Zoila S. Krusemark
Notary Public
My Commission Expires:
7-29-2000