

MRI 6.16.98

06-26-1998

FORM PTO-1595

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

M&G-310.148USU1



100747411

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):

Raymond P. Hawkinson
Dennis W. Newman

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

Paul E. Hawkinson Company
1325 Winter Street N.E.
Minneapolis, Minnesota 55413

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: June 2, 1998

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

09/061,537

Additional numbers attached? ☐ Yes ☒ No

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

Name: John C. Reich
Address: Merchant, Gould, Smith, Edell,
Welter & Schmidt, P.A.
3100 Norwest Center
90 South Seventh Street
Minneapolis, MN 55402-4131

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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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.

John C. Reich

Name of Person Signing

Signature

Date

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PATENT
REEL: 9261 FRAME: 0461

06/25/1998 JMWKINS 09061537 40.00 01 FC:581

ASSIGNMENT

WHEREAS, we, Raymond P. Hawkinson, residing at 19 South First Street Apt. B1107, Minneapolis, Minnesota 55401-1839 and Dennis W. Newman, residing at 1015 Berwood Avenue, St. Paul, Minnesota 55110-5144, made certain new and useful inventions and improvements for which we filed a provisional patent application on April 16, 1997, Serial No. 60/041,992 and an application for Letters Patent of the United States on April 16, 1998, application Serial No. 09/061,537 which is entitled IMPROVED TIRE DEFECT TESTER.

AND WHEREAS, Paul E. Hawkinson Company, a corporation organized and existing under and by virtue of the laws of the State of Minnesota, and having an office and place of business at 1325 Winter Street N.E., Minneapolis, Minnesota 55413 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor;

NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, we have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid applications, and in and to the applications, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patents of foreign countries which may be granted therefrom; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patents for the aforesaid inventions and improvements to the Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns.

AND, for the consideration aforesaid, we do hereby agree that we and our executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to

said Assignee, its successors and representatives all facts known to us relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the improvements, inventions, applications, Letters Patents, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

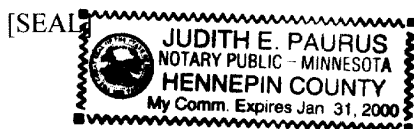
AND, furthermore we covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 2nd day of June, 1998.

Raymond P. Hawkinson
Raymond P. Hawkinson

STATE OF Minnesota)
) ss.
COUNTY OF Hennepin)

On this 2nd day of June, 1998, before me personally appeared Raymond P. Hawkinson to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.



Judith E. Paurus
Notary Public

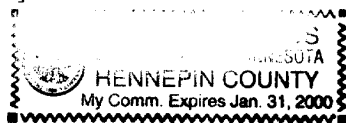
IN TESTIMONY WHEREOF, I have hereunto set my hand this 2nd day of June, 1998.

Dennis W. Newman
Dennis W. Newman

STATE OF Minnesota)
) ss.
COUNTY OF Hennepin)

On this 2nd day of June, 1998, before me personally appeared Dennis W. Newman to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]



Justin E. Paurus
Notary Public