MRD 7.27.98

08-07-1998

<u>1</u> of <u>6</u>

ASSIGNMENT RE



'ICE T FOR PATENTS

100789080

To the Honorable Commissioner of Patents and Trademan	rks. Please record the attached original d	ocuments or copy thereof.
1. Name of conveying party(ies):	2. Name and address of	f receiving party(ies):
James M. Bird James M. Bird, Jr. Elmo W. Christensen	Name: <u>INDUSTRIAL VEI</u> INTERNATIONAL	
Michael G. Grady	INTERNATIONAL	., 1140.
·		
Additional name(s) of conveying party(ies) attached?Yes _X_No	Street Address: <u>6737 Ea</u>	not 17th Stroot
Nature of Conveyance: X Assignment Merger Security Agreement Change of Name Other		homa Zip 74112-5684
Execution Date: July 20, 1998	Additional name(s) & address(es) attac	hed? Yes _X No
4. Application number(s) or patent number(s):		
If this document is being filed together with a new appl	ication, the execution date of the applica-	tion is: <u>July 27, 1998</u>
A. Patent Application No.(s)	B. Patent No.(s)	
Additional Num	nbers Attached? Yes _X No	
Name and address of party to whom correspondence concerning document	Total number of appl involved: 1	ications and patents
should be mailed:	7. Total fee (37 CFR 3.4 Previously submit	,
Name: <u>HEAD, JOHNSON & KACHIGIAN</u> Attn: PAUL H. JOHNSON	X Enclosed Authorized to cha	arge deposit account
Address: 228 WEST 17TH PLACE	8. Deposit account nun	
TULSA OKLAHOMA 74119	(Attach duplicate cop paying by deposit ac	
9. Statement and signature.		
To the best of my knowledge and beli	ief, the foregoing information is t	rue and correct and any
attached copy is a true copy of the ori	ginal document.	
Paul H. Johnson	auth Johnson	July 27, 1998
Name of Person Signing	Signadre	Date
Total number of pages including	cover sheet, attachments and document	: <u>6</u>
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Mail documents to be recorded with required cover sheet 17/31/1998 MGDRDON 00000028 09123134 Commissioner	information to: r of Patents and Trademarks	
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recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Production Project (051) Washington D.C. 20503 Reduction Project. (0651-0011), Washington D.C. 20503.

REEL: 9361 FRAME: 0428

ASSIGNMENT

WHEREAS, JAMES M. BIRD, a citizen of the United States residing at 2145 East 29th, Tulsa, Oklahoma 74114; JAMES M. BIRD, JR., a citizen of the United States residing at 3211 S. Birmingham, Tulsa, Oklahoma 74105; ELMO W. CHRISTENSEN, a citizen of the United States residing at 5641 S. 83rd East Avenue, Tulsa, Oklahoma 74145 and MICHAEL G. GRADY, a citizen of the United States residing at 3156 S. Madison, Tulsa, Oklahoma 74105, (hereinafter called ASSIGNORS), have invented certain new and useful improvements in a SYSTEM FOR IMPARTING COMPRESSIONAL AND SHEAR WAVES INTO THE EARTH, which they are about to make application for Letters Patent of the United States, the said application having been executed on even day herewith:

WHEREAS, ASSIGNORS, the said inventors, are now the exclusive owners of said application, the invention described and claimed therein, and all rights in, to and under the same; and

WHEREAS, INDUSTRIAL VEHICLES INTERNATIONAL, INC., a corporation created and existing under the laws of the State of Oklahoma doing business at 6737 East 12th Street, Tulsa, Oklahoma 74112-5684 (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire right, title and interest in and to the aforementioned invention, application, and in, to and under any and all Letters Patent of the United States and in any and all foreign countries thereof;

NOW, THEREFORE, this indenture witnesseth that for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS, the said inventors, have sold, assigned,

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PATENT REEL: 9361 FRAME: 0429 transferred and set over and do hereby sell, assign, transfer and set over to the said ASSIGNEE, the said invention and application, and any and all divisions and continuations thereof, and any and all Letters Patent of the United States, its territorial possessions, and any and all foreign countries which may be granted therefor, and any and all extensions, reissues or certificates of reexamination of said Letters Patent, including the right of priority and the subject matter of any and all claims which may be obtained in every such patent, the same to be held and enjoyed by the said ASSIGNEE for its own use and behoof, and for the use and behoof of its successors, assigns, or other legal representatives, to the end of the term or terms for which said Letters Patent of the United States, territories and foreign countries are or may be granted, extended, reissued, or reexamined as fully and entirely as same would have been held and enjoyed by ASSIGNOR, if this assignment and sale had not been made.

AND, ASSIGNORS hereby authorize and request the Commissioner of Patents to issue any and all Letters Patent of the United States on said invention, or resulting from said application, and from any and all divisions and continuations, extensions, reissues or reexaminations thereof to the said ASSIGNEE, of the entire interest, and hereby covenants that they have full right to convey the entire interest therein assigned, and that they have not executed and will not execute any agreement in conflict therewith.

AND, ASSIGNORS further hereby covenant and agree that they will, at any time, upon request, at the expense of said ASSIGNEE, execute and deliver any and all papers that may be necessary or desirable to perfect the title to said invention, and to said Letters Patent as may be granted therefor. in said ASSIGNEE, its successors, assigns, or other legal representatives, and that if said ASSIGNEE, its successors, assigns, or

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other legal representatives shall desire to file any divisional or continuation application, or to secure an extension, a reissue or certificate of reexamination of such Letters Patent, or to file a disclaimer relating thereto, will, upon request, sign all papers, make all rightful oaths, and do all acts requisite for the filing of such divisional or continuing application, or such application for extension, reissue or request for reexamination and procuring thereof, and for the filing of such disclaimers, without further compensation, but at the expense of said ASSIGNEE, its successors or other legal representatives.

AND, ASSIGNORS do further covenant and agree, that they will, at any time, upon request, communicate to said ASSIGNEE, its successors, assigns, or other legal representatives, at its expense, such facts relating to said invention and Letters Patent or the history thereof, as may be known to them, and testify as to the same in any interference or other litigation, when requested to do so.

IN WITNESS WHEREOF, We have hereunto set our hands.

	JAMES M. BIRD		
STATE OF OKLAHOMA)) S S:		
COUNTY OF TULSA) SS:)		
On this 2/ day of, 1998, before me personally appeared JAMES M. BIRD, to me known to be the person described hereinabove who executed the foregoing Assignment, and who acknowledged to me that he executed the reasons and purpose therein set forth.			
My Commission Expires:			
COMMUNICATION E TO DOTS ATRIL 9, 800	Margie Neimhach Notary Public		



STATE OF OKLAHOMA COUNTY OF TULSA)) SS:)
On this <u>20</u> day of JAMES M. BIRD, JR., to me I executed the foregoing Assign the same for the reasons and	nown to be the person described hereinabove who ment, and who acknowledged to me that he executed purpose therein set forth.
My Commission Expires:	
Y COMMISSION ENGINES APPRIL 9, 2001	Margie Heemliach
,	ELMO W. CHRISTENSEN
STATE OF OKLAHOMA)) SS:
COUNTY OF TULSA) SS:)
ELMO W. CHRISTENSEN, to	ne known to be the person described hereinabove who ment, and who acknowledged to me that he executed purpose therein set forth.
My Commission Expires:	
COMMISSION ENGINES APRIL 9, 2001	Margee Deemleach Notary Public

MICHAEL G. GRADY

STATE OF OKLAHOMA)) SS:)	
On this 20 day of, 1998, before me personally appeared MICHAEL G. GRADY, to me known to be the person described hereinabove who executed the foregoing Assignment, and who acknowledged to me that he executed the same for the reasons and purpose therein set forth.		
My Commission Expires:		
MY COMMISSION SHOTRES MERIL 9, 2001	Margie Heimbach Notary Public	

RECORDED: 07/27/1998