

08-07-1998



Atty Ref/Docket No.: 528.008US1

100788247

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

MRD 7-28-98

10530 U.S. PTO
29/09/1998
07/28/98

1. Name of conveying party(ies)

- 1) Daniel L. Hanlon
- 2) David P. Hanlon
- 3) Jennie L. Hanlon
- 4) Anthony N. Pink

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

Name: Excelsior-Henderson Motorcycle Manufacturing Company

Street Address: 805 Hanlon Drive

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other: _____

City: Belle Plaine State: MN ZIP: 56011-0108

Additional name(s) & addresses attached? Yes No

Execution Date: 1-3) July 27, 1998 4) July 24, 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: 1-3) July 27, 1998 4) July 24, 1998

A. Patent Application No.(s)

B. Patent No.(s)

29/091357

Additional numbers attached? Yes No

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

Name: Russell D. Slifer

Address: Schwegman, Lundberg, Woessner & Kluth, P.A.
P.O. Box 2938
Minneapolis, MN 55402

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: 19-0743

DO NOT USE THIS SPACE

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

Russell D. Slifer/Reg. No. 39,838
Name of Person Signing

Russell D. Slifer
Signature

7-28-98
Date

Total number of pages including cover sheet: 5

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be 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 Reduction Project (0651-0011), Washington, D.C. 20503.

PATENT
REEL: 9362 FRAME: 0094

00000155 29091357
00/04/98 110M11
01 FC 001

ASSIGNMENT

WHEREAS, WE, Daniel L. Hanlon, residing at 1509 Keller Lake Road, Burnsville, MN 55306, and David P. Hanlon, residing at 13948 Edenwood Court, Apple Valley, MN 55124, and Jennie L. Hanlon, residing at 13948 Edenwood Court, Apple Valley, MN 55124, and Anthony N. Pink, residing at 3846 Willowood Street S.E., Prior Lake, MN 55372, made certain new and useful inventions and improvements for which We executed an application for Letters Patent of the United States on Even Date Herewith, which is entitled INSTRUMENT FRAME.

AND WHEREAS, Excelsior-Henderson Motorcycle Manufacturing 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 805 Hanlon Drive, Belle Plaine, MN 56011-0108, (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 good and valuable consideration, 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 application, and in and to the said application, 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 said inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent 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 Patent for the aforesaid inventions and improvements to the said Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the said 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 said improvements, inventions, applications, Letters Patent, 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 me/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 27th day of July, 1998.



Daniel L. Hanlon

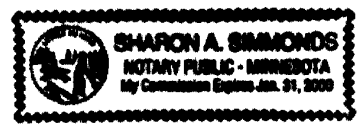
STATE OF MINNESOTA)
)ss.
COUNTY OF SCOTT)

On this 27th day of July, 1998 before me personally appeared Daniel L. Hanlon to me known and known to me to be the person described in and who executed the foregoing instrument, and he ~~she~~ duly acknowledged to me that he ~~she~~ executed the same for the uses and purposes therein set forth.

[SEAL]



Notary Public



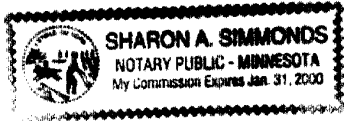
IN TESTIMONY WHEREOF, I have hereunto set my hand this 24th day of JULY, 1998.

Anthony N. Pink
Anthony N. Pink

STATE OF MINNESOTA)
)ss.
COUNTY OF SCOTT)

On this 24th day of July, 1998 before me personally appeared Anthony N. Pink to me known and known to me to be the person described in and who executed the foregoing instrument, and he/~~she~~ duly acknowledged to me that he/~~she~~ executed the same for the uses and purposes therein set forth.

[SEAL]



Sharon A. Simmonds
Notary Public