I hereby certify that this document is being deposited with the United States Postal Service as first class mail in an envelope addressed to the Assistant Commissioner for Patents, Washington, D.C. 20231 day of <u>De</u>

12-30-1998



-Atty. Dkt. No. 29423/186-

100931903 U.S. DEPARTMENT OF COMMERCE RECORDATION FORM COVER SHEET Patent and Trademark Office PATENTS ONLY To the Commissioner of Patents and Trademarks: Please record the attached original documents or copies thereof. 2. Name and address of receiving party(ies): Name of conveying party(ies): Sameh S. Sidhom Bandag Incorporated 2905 North Hwy. 61 Muscatine, Iowa 52761-5886 Additional conveying party(ies) attached? no Nature of conveyance: ASSIGNMENT **Execution Date:** Additional name(s) & address(es) attached? no November 30, 1998 4. Application number(s) or patent number(s): November 30, If this is being filed together with a new application, the execution date of the application is: 1998 B. Patent Numbers(s): A. Patent Application Number(s): Additional numbers attached? no 5. Name and address of party to whom correspondence 6. Total number of applications/patents involved: 1 concerning document should be mailed: 7. Total fee (37 C.F.R. § 3.41):

12/17/1996 INUM 02 FC#581

FOLEY & LARBORDO OP Firstar Center

777 East Wisconsin Avenue Milwaukee, Wisconsin 53202-5367 \$40.00

X Check Enclosed

Charge to deposit account (duplicate copy attached)

Deposit account number:

06-1447

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. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

Keith D. Lindenbaum

Signature

Name of person signing

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required recordation cover sheet(s) to: Commissioner of Patents & Trademarks, Box ASSIGNMENTS, Washington D.C. 20231

PATENT

REEL: 9663 FRAME: 0754

ASSIGNMENT AND AGREEMENT

WHEREAS, Sameh S. Sidhom of 1425 West 51 Street, Davenport, Iowa 52806 (hereinafter referred to as "ASSIGNOR") has invented a certain invention entitled TIRE TREAD (Atty. Dkt. No. 29423/186) for which an application for United States Letters Patent was executed by ASSIGNOR concurrently herewith; and

WHEREAS, Bandag Incorporated, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal place of business at 2905 North Hwy. 61, Muscatine, Iowa 52761-5886 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned,

--Page 1 of 2--

My Commission Expires: 1/13/3001

and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of FOLEY & LARDNER the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of FOLEY & LARDNER do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this <u>30</u> day of <u>November</u> , 19 <u>98</u> .
Mallyn;
Sameh S. Sidhom
State ofO(v d)
County of MUSCOTINE) ss.
On this 30 day of Noughbor, 1998, before me, a notary public in and for said
county, appeared Sameh S. Sidhom, who is personally known to me to be the same person whose name is
subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered
the said instrument as his/her free and voluntary act for the lises and purposes therein set forth.
Notary Public

T:\flipdocs\amf.186.asg

RECORDED: 12/03/1998

(Seal)