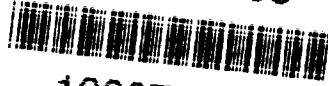


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1. Name of conveying party(ies):
BANDAG, INCORPORATED
Additional name(s) of conveying party(ies) attached? yes no

2. Name and address of receiving party(ies):
Name: ROUSE RUBBER INDUSTRIES, INC.
Internal Address: _____

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: 02/10/99

Street Address: 1000 RUBBER WAY
City VICKSBURG State MISS. ZIP 39180
Additional name(s) & address(es) attached? Yes No

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)
5,687,881 (11/18/97)
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: JOHN C. COOPER III
Internal Address: FOLEY & LARDNER
35th Floor
Street Address: 777 EAST WISCONSIN AVENUE
City MILWAUKEE State WISCONSIN ZIP 53202

6. Total number of applications and patents involved: 1
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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. COOPER III *John C Cooper III* 2/18/99
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ASSIGNMENT AND AGREEMENT

WHEREAS, BANDAG, INCORPORATED (hereinafter referred to singly and collectively as "ASSIGNOR") is the owner by assignment of **United States Letters Patent No. 5,687,881 issued November 18, 1997**, with Michael W. Rouse and Lowell C. Sundermann as inventors and entitled "**APPARATUS FOR CONVEYING A SOLID PARTICULAR MATERIAL**"; and

WHEREAS, ROUSE RUBBER INDUSTRIES, INC., a corporation duly organized and existing under the laws of the State of MISSISSIPPI, and having its principal place of business at 1000 Rubber Way, Vicksburg, Mississippi 39180 (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 Letters Patent 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 divisions, continuations, reissues, and extensions of said Letters Patent, and (d) the right to claim for said Letters Patent 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 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 at the expense of Assignee; (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, 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 in connection with this Agreement, 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 10th day of February, 1999.

BANDAG INCORPORATED



By: Warren W. Heidbreder
Title: Vice-President, CFO and Secretary

State of Iowa)
County of Muscatine) ss.

On this _____ day of October, 1998, before me, a notary public in and for said county, appeared **Warren W. Heidbreder** who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.


Notary Public

(Seal)

My Commission Expires: 1/13/2001