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RECC



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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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

1. Name of conveying party(ies): GREGORY L. SCHLEINING JERRY B. ASKIN JOSEPH P. NELSON Additional name(s) of conveying party(ies) attached? Yes No

MAD 6-17-99

2. Name and address of receiving party(ies): BARNARD CONSTRUCTION COMPANY, INC.

Internal Address: Street Address: 701 Gold Avenue City: Bozeman State: MT ZIP: 59715-0099

3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other

Execution Date: 04-06-99 (Schleining et al.)

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) 09/275,353

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: TODD N. HATHAWAY Attorney at Law Internal Address:

Street Address: 119 N. Commercial #620

City: Bellingham State: WA ZIP: 98225

6. Total number of applications and patents involved: 1

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

[X] Enclosed [] Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

Todd N. Hathaway Name of Person Signing

Signature

06-15-99 Date

Total number of pages including cover sheet, attachments, and document: 4

P9028

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

CERTIFICATE OF MAILING (37 CFR 1.8a)

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner of Patents and Trademarks, Washington, D.C. 20231, on date shown below.

06-15-99 Date

Marilee S. Wolten

Signature of person mailing paper

06/18/1999 DNGUYEN 00000267 09275353

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ASSIGNMENT

WHEREAS we, GREGORY L. SCHLEINING, JERRY B. ASKIN, and JOSEPH P. NELSON (hereinafter referred to as "ASSIGNORS") have made a new and useful invention entitled **APPARATUS FOR INSTALLING PIPELINE FILL** for which invention ASSIGNORS have executed an application for Letters Patent of the United States, which application has been identified as Serial No. 09/275,353, filed in the United States Patent and Trademark Office on 03-23-99 (authority here being given to insert in this Assignment the serial number and filing date of said application);

WHEREAS BARNARD CONSTRUCTION COMPANY, INC. (hereinafter referred to as "ASSIGNEE"), a corporation duly organized under the laws of the state of Montana, having its principal place of business at 701 Gold Avenue, Bozeman, Montana 59715, and its mailing address at P.O. Box 99, Bozeman, Montana 59711-0099, is desirous of acquiring the entire right, title and interest in and to said invention, and said application, and any and all Letters Patents, both foreign and domestic, to be issued thereon;

NOW, THEREFORE, for and in consideration of the One Dollar (\$1.00) and other good and valuable consideration, to us in hand paid, the receipt and sufficiency whereof are hereby acknowledged, we have sold, assigned and set over, and by these presents do hereby sell, assign and set over unto said ASSIGNEE and said ASSIGNEE's legal representatives, successors and assigns, the full and exclusive right, title and interest in and to the said invention and said application for Letters Patent of the United States; for the full term or terms for which the same may be granted; all corresponding foreign applications which have or shall hereafter be filed; and, all foreign patents to be obtained on said invention for the full term or terms for which the same may be granted; said invention, application and Letters Patent, both foreign and domestic, to be held and enjoyed by ASSIGNEE for the use and benefit of ASSIGNEE and of ASSIGNEE's legal representatives, successors and assigns, as fully and entirely as the same would have been held and enjoyed by ASSIGNORS had this Assignment and Sale not been made; and we hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to said ASSIGNEE.

ASSIGNORS also agree that this Assignment includes ASSIGNORS' Priority Rights under the International Convention with respect to any and all corresponding foreign applications that have been or shall be filed in any country that is a signatory thereto and a member of the union there defined within the Convention period, and also includes any

rights under any other treaty or convention, relating to patents, including the Patent Cooperation Treaty.

ASSIGNORS further agree that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment and Sale.

ASSIGNORS further agree that they will, upon request by ASSIGNEE, but at ASSIGNEE's expense, promptly provide ASSIGNEE with all pertinent facts and documents relating to said invention and said design application, and said Letters Patent, both foreign and domestic, as may be known and accessible to ASSIGNOR; and, that ASSIGNORS will testify as to the same in any interference, opposition or litigation related thereto, and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce said application, said invention, and said Letters Patent, both foreign and domestic, which may be necessary or desirable to carry out the purposes hereof.

Executed at Bozeman, Montana, this 6 day of April, 1999.

Gregory L. Schleining 4/6/99
GREGORY L. SCHLEINING
13038 N. 13th Lane
Phoenix, AZ 85029

CITY OF)
) ss.
STATE OF)

On this 6th day of April, 1999, personally appeared before me GREGORY L. SCHLEINING, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Wesley Shaw 12/18/01
NOTARY PUBLIC in and for the
City of Bozeman
residing at Bozeman

Executed at Bozeman, Montana, this 6 day of April, 1999.

Jerry B. Askin
JERRY B. ASKIN
7135 Raven Drive
Belgrade, MT 59714

CITY OF)
) ss.
STATE OF)

On this 6th day of April, 1999, personally appeared before me JERRY B. ASKIN, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Wesley Dow 12/18/01
NOTARY PUBLIC in and for the
City of Bozeman
residing at Bozeman

Executed at Bozeman, Montana, this 6 day of April, 1999.

Joe Nelson
JOSEPH P. NELSON
600 Coulee Drive
Bozeman, MT 59718

CITY OF)
) ss.
STATE OF)

On this 6th day of April, 1999, personally appeared before me JOSEPH P. NELSON, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Wesley Dow 12/18/01
NOTARY PUBLIC in and for the
City of Bozeman
residing at Bozeman