

Date: July 29, 1999

Sir:

8.2.99

Transmitted herewith for recording is a document for which the following particulars apply:

1. Assignor(s): Timothy G. Wenger
2. Assignee(s): C.W. Mill Equipment Co., Inc.
Address: 14 Commercial Drive
Sabetha, Kansas 66534

08-05-1999



101110983

Assignee is domiciled in the United States.

Assignee is not domiciled in the United States. A Designation of a Domestic Representative is attached.

3. Type of Document: Assignment Agreement

Date Executed: June 22, 1999.

Interest Conveyed: Entire Other:

4. Please record the enclosed document against the following:

patent application(s) issued patent(s)

Application Serial No. 09/339,433, filed June 24, 1999 entitled TUB GRINDER WITH ADJUSTABLE SWING DIAMETER HAMMER MILL

5. Please address all correspondence concerning recordation of this document to:
Litman, Kraai & Brown, L.L.C., 4700 Belleview, Suite 200, Kansas City, Missouri 64112

6. Total number of patent(s)/application(s) involved: 1

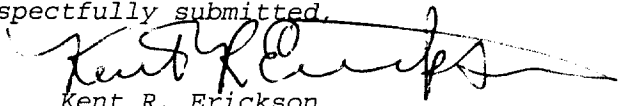
7. Please charge Deposit Account No. 12-1660 for the total recording fee of \$_____.

8. Our check No. 11590 Is enclosed to cover the total recording fee of \$40.00.

9. The Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment, to Account No. 12-1660.

10. The undersigned certifies that to the best of his knowledge, all information contained herein is true and correct and any copy of documents submitted herewith is a true copy of the original documents.

Respectfully submitted,

By  Kent R. Erickson

Reg. No. 36,793

Total number pages submitted: 3

4700 Belleview, Suite 200
Kansas City, Missouri 64112
Telephone (816) 931-1800

08/03/1999 BNGUYEN 00000358 09339433

01 FC:581

40.00 OP

ASSIGNMENT AGREEMENT

On the date shown below, and for good and valuable consideration the receipt of which I acknowledge, I made the following assignment and promises to C.W. Mill Equipment Co., Inc. ("Assignee"), a Kansas corporation having a principal place of business at 14 Commerce Drive, Sabetha, Kansas 66534, in connection with my invention of a new, original, TUB GRINDER WITH ADJUSTABLE SWING DIAMETER HAMMER MILL ("Invention").

I assign, transfer, and convey to Assignee the entire right, title and interest in and to

- (a) the Invention;
- (b) the application for United States Letters Patent executed by me on June 22, 1999.
- (c) any Letters Patent issued pursuant to, or as a result of, the application referenced above;
- (d) all applications for Letters Patent, or similar legal protection, which may be filed in any country or countries foreign to the United States with respect to the Invention;
- (e) all Letters Patent which may be granted for the Invention in any country or countries foreign to the United States; and
- (f) all extensions, renewals, reissues, divisions, and continuations (or their legal equivalents) of any applications or Letters Patent referred to above.

1. I authorize and request the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue patents or similar legal protection on applications, to issue to Assignee all Letters Patent or similar legal protection for the Invention or improvements.

2. I agree that, upon the request of Assignee, I will
- (a) execute any and all divisional and renewal applications for the Invention or improvements;
 - (b) execute any supplemental oath relating to the Invention or improvements;
 - (c) execute any application for reissue or extension of any Letters Patent that may be granted upon the application;

- (d) cooperate to the best of my ability in connection with any Interference proceeding, including but not limited to, cooperation in connection with preparing the preliminary statement and giving and producing evidence in support of such preliminary statement;
- (e) perform any and all affirmative acts to obtain Letters Patent and vest all right in such Letters Patent in Assignee; and
- (f) perform such additional acts as Assignee may deem necessary or expedient in connection with any of the matters stated above.

3. I covenant and warrant that as of the date of this Assignment Agreement, I am the true and lawful owner of the entire right, title, and interest in the Invention, application for Letters Patent, and any Letters Patent which may issue under said application, and have the full right and power to convey the same; that the same are free and clear of all liens, charges and encumbrances whatsoever; and that I have not executed and will not execute any agreement in conflict with this Assignment Agreement.

4. This Assignment Agreement is binding upon, shall inure to the benefit of, and shall be performed by the parties named, their heirs, administrators, legal representatives, successors and assigns.

Dated this 22 day of June, 1999.

Timothy G. Wenger
 Timothy G. Wenger, Inventor

STATE OF)
) ss.
 COUNTY OF)

On this 22nd day of June, 1999, before me, a Notary Public in and for the above State and County, personally appeared Timothy G. Wenger, to me known and known to me to be the person of that name who signed and sealed the above instrument, and he acknowledged the same to be his free act and deed.

Vickie J. Goodman
 Notary Public

My Commission Expires:

