

FORM PTO-1595 (Rev. 6-93)

2-15-00

03-22-2000

COVER SHEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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



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To the Honorable Commissioner

101294377

the attached original documents or copy thereof.

1. Name of conveying party(ies):

C. Richard Gerlach

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

2. Name and address of receiving party(ies)

Name: RHI Joint Venture

Internal Address: 101 North Shoreline, #601

Street Address:

City: Corpus Christi State: TX ZIP: 78401

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: 1-21-00

4. Application number(s) or patent number(s):

09504988

If this document is being filed together with a new application, the execution date of the application is: 2/15/00

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: John M. Mings
Internal Address: Fulbright & Jaworski L.L.P.

Street Address: 1301 McKinney, #5100

City: Houston State: TX ZIP: 77010-3095

6. Total number of applications and patents involved: 1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

06-2375/09901352

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

3/20/2000 DNGUYEN 00000193 062375 09504988

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FC:581 40.00 CH

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.

John M. Mings

Name of Person Signing

[Handwritten Signature]
Signature

2-15-00

Date

Total number of pages including cover sheet, attachments, and document: 1

ASSIGNMENT

WHEREAS, C. Richard Gerlach, an individual, residing at 4765 Jim Brite Road, Pleasanton, Texas 78064 (herein called "Assignor") is the inventor of a certain new and useful invention entitled "Hydraulically Retractable Hydraulic Motor"(herein called "Invention"); and

WHEREAS, RHI Joint Venture, a partnership, having its principal place of business at 101 North Shoreline, Suite 601, Corpus Christi, Texas 78401 (herein called "Assignee"), is desirous of acquiring and Assignor is desirous of assigning to Assignee all right, title and interest in and to said Invention, patents and patent applications on said Invention;

NOW, THEREFORE, Assignor, for and in consideration of Ten Dollars and no/100 (\$10.00), to each in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby SELL, ASSIGN and CONVEY unto Assignee all right, title, and interest throughout the world in and to:

1. Said Invention;
2. All applications for patent or like protection on said Invention made by Assignor or his legal representatives, whether in the United States of America or any other country or place anywhere in the world;
3. Assignor covenants that Assignor, their heirs, legal representatives, assigns, administrators, and executors will execute all papers and perform such other acts as may be reasonably necessary to give Assignee, its successors and assigns, the full benefit of this Assignment.
4. All substitutions for and divisions, continuations, continuations-in-part, renewals,

reissues, extension, and the like of said applications and patents and like grants, including without limitation, those obtained or permissible under past, present and future law or statutes;

5. All rights of action on account of past, present and future unauthorized use of said Invention and for infringement of said patents and like protection;

6. The right to Assignee to file in its name applications for patents and like protection for said Invention in any country or countries foreign to the United States; and


7. All international rights or priority associated with said Invention, applications for patents, patents and like protection.

This Assignment shall be binding upon and shall inure to the benefit of the successors, assigns and legal representatives of the parties hereto.

EXECUTED on the date indicated below.

ASSIGNOR:

DATE: 1-21-00


C. Richard Gerlach