

09-22-2000

FORM PTO-1595
1-31-92

RE:

U.S. Department of Commerce
Patent and Trademark Office

101465898

To the Honorable Commissioner of Patents and Trademarks, attached original documents or copy thereof.

1. Name of conveying party(ies):

G. Kent Lauer
Se Han Kim
Holland A. Mertell

9.5.00

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

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Execution Date: August 18, 2000

2. Name and address of receiving party(ies):

Name: Billy Goat Industries, Inc.Internal Address: 1803 S.W. Jefferson, Lee's SummitMissouri, 64063Street Address: 1803 S.W. JeffersonCity: Lee's Summit State: MO ZIP: 64063Additional 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, _____

A. Patent Application No.(s)

U.S. Serial No.: 09/517,996

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

NAME: Richard P. StittInternal Address: Spencer Fane Britt & Btowne, LLPStreet Address: 1000 Walnut St., Suite 1400City: Kansas City State: MO ZIP: 64106-21406. Total number of applications and patents involved: **1**

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

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

500354

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

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40.00 DP

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.

Richard P. Stitt

Name of Person Signing

Richard P. Stitt
Signature8-31-2000
DateTotal number of pages comprising cover sheet: **1**

PATENT ASSIGNMENT

WHEREAS, We, G. Kent Lauer of 305 NE Woodbury Drive, Lee's Summit, Missouri 64086-5858, Se Han Kim of 1462 Foxboro Road, Blue Springs, Missouri 64015-3838, and Holland A. Mertell of 11206 East 21st Street, Independence, Missouri 64052 have invented new and useful improvements in a

BLOWER AIR STREAM DIVERTER

for which we have made application for Letters Patent of the United States on March 3, 2000; and

WHEREAS, Billy Goat Industries, Inc., a corporation duly organized under the laws of the State of Missouri, and having its principal place of business at 1803 S.W. Jefferson, Lee's Summit, Missouri 64063, is desirous of acquiring an interest in, to and under said invention, said application and any and all Letters Patent which may be granted for or upon said invention in the United States of America and all countries foreign thereto;

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, G. Kent Lauer, Se Han Kim, and Holland A. Mertell have sold, assigned and transferred, and by these presents do sell, assign and transfer unto said Billy Goat Industries, Inc., the full and exclusive right, title and interest, throughout the world; in, to and under said invention as fully set forth and described in the specification prepared and filed by us on March 3, 2000, (hereinafter "said application") preparatory to obtaining Letters Patent of and under said application;

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in, to and under all refilings, divisions, continuations and continuations-in-part of
said application in the United States of America;

in, to and under any and all Letters Patent of the United States of America which
may issue from said application. refilings, divisions, continuations and/or
continuations-in-part thereof;

in, to and under any and all reissues of said Letters Patent of the United States
of America;

in, to and under any and all applications for Letters Patent upon said invention
which may hereafter be filed in any and all countries foreign to the United
States of America;

in, to and under any and all refilings, divisions, continuations and/or
continuations-in-part of said foreign-filed applications;

in, to and under any and all Letters Patent of countries foreign to the United
States of America, which may issue from the said foreign-filed
applications, refilings, divisions, continuations and/or continuations-in-part;
and

in, to and under any and all extensions of, and additions to, said Letters Patent
of countries foreign to the United States of America,

the same to be held and enjoyed by said Billy Goat Industries, Inc., for its own use and
behoof, and for its successors, legal representatives and assigns, to the full end of the
terms for which said Letters Patent may be granted, and we do hereby authorize

and request the Commissioner of Patents and Trademarks to issue the said Letters Patent of the United States of America in accordance with this assignment.

1. **RIGHTS INCLUDED.** The transfer and assignment, as described above, shall also include the right to sue for past infringements of the Invention disclosed herein, and any patent that may issue therefrom (whether known or unknown), and to hold for Assignee's own use all recoveries had in such suits without need for accounting to Assignor. In any such litigation, Assignor shall provide reasonable cooperation, at Assignee's expense.

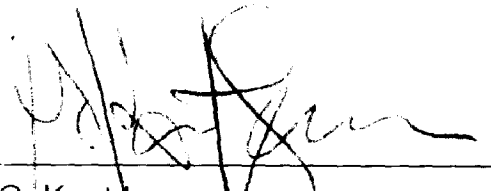
2. **REPRESENTATIONS.** Each Assignor individually represents and warrants that he/she has not granted to any third party any rights that would conflict, in any material way, with the rights granted herein to Assignee; that, to the knowledge of Assignor, the Invention is not being infringed by any third party; and that he/she has the full right, power, and authority to make the herein assignment.

3. **COMMUNICATIONS.** Assignor hereby authorizes Assignee, with respect to the Invention and any patent that may issue therefrom, to communicate with the United States Office of Patents and Trademarks with the same effect as though such communications were made by or with Assignor directly.

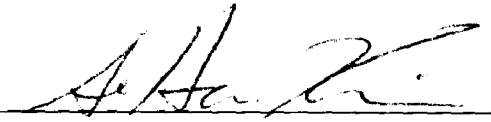
4. **FURTHER ASSURANCES.** Assignor agrees to execute and deliver to Assignee and to perform such tasks as Assignee may reasonably require in order to vest in Assignee full and complete record title to the Invention disclosed herein and any patent that may issue therefrom.

IN WITNESS WHEREOF, said Assignor has executed this Assignment as of the date written below.

Date: 8/16/00


G. Kent Lauer

Date: 8/18/2000


Se Han Kim

Date: 8-16-2000


Holland A. Mertell

STATE OF Missouri)
COUNTY OF Jackson) ss.

On this 18th day of August, 2000, before me personally appeared G. Kent Lauer, to me known to be the person described in, and who executed the foregoing instrument, and who duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

Kristin M. Lauer
Notary Public

KRISTIN M.
Notary
Public
Commission
My Comm.

Seal

My Commission expires: _____

STATE OF Missouri)
 COUNTY OF Jackson) ss.

On this 10th day of August, 2000, before me personally appeared Se Han Kim, to me known to be the person described in, and who executed the foregoing instrument, and who duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

Kristy M. Anderson
 Notary Public

KRISTY
 Notary

MISSOURI

Seal

Commission
 My Comm.

My Commission expires: _____

STATE OF Michigan)
COUNTY OF Alcona) ss.

On this 18th day of August, 2000, before me personally appeared Holland A. Mertell, to me known to be the person described in, and who executed the foregoing instrument, and who duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

Kristin L. Newman
Notary Public

Seal

KRISTIN L. NEWMAN
Notary Public
State of Michigan
Commission Expires 12/31/2002

My Commission expires: _____

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