

meo 10/3/00 RECORDATION FOR
PATENT

11-01-2000



101501208

Docket No. NPK-12821

DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. Please

1 copy thereof.

1. Name of conveying party(ies):

Roger A. Webel

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

Name: NPK Construction Equipment, Inc.

Internal Address:

Street Address: 7550 Independence Drive

City Walton Hills State OH Zip 44146

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

3. Nature of conveyance:

[X] Assignment [] Merger

[] Security Agreement [] Change of Name

[] Other

Execution Date: September 20, 2000

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: September 20, 2000

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? [] Yes [X] No

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

Name: THOMAS E. YOUNG

Internal Address:

Street Address: VICKERS, DANIELS & YOUNG
50 PUBLIC SQUARE, SUITE 2000
CLEVELAND, OHIO 44113-2235

6. Total number of applications and patents involved: 1

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

☒ Enclosed

☒ You are authorized to charge our deposit account for any additional fee required.

8. Deposit account number: 22-0347

☒ A duplicate copy of this form is attached

DO NOT USE THIS SPACE

9. Statement and signature.

10/26/2000 PSTANBAC 00000057 220347 09678205

03 FC: 301 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.

THOMAS E. YOUNG

Name of Person Signing

Signature

Date

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

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

had been filed in the name of the ASSIGNOR, and the entire interest in any Letters Patent which may be granted on any such application in such foreign countries, and ASSIGNOR authorizes and requests the Commissioner of Patents of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue the said Letters Patent to ASSIGNEE, its successors, assigns, nominees or other legal representatives, as ASSIGNEE and owner of the said entire rights, and ASSIGNOR covenants that ASSIGNOR has full right to convey the said entire interest herein assigned and that ASSIGNOR has not executed and will not execute any agreement in conflict herewith, and ASSIGNOR will communicate to ASSIGNEE, its successors, assigns, nominees or other legal representatives all facts known to ASSIGNOR respecting said invention, whenever requested, and testify in any legal proceedings, sign all lawful papers, execute and deliver all divisional, continuing and reissue applications, make all rightful oaths or declarations and do all lawful acts requisite for the application for such divisional, continuing or reissue applications, or the procuring thereof, and that if and when ASSIGNEE, its successors, assigns, nominees, or other legal representatives desire to file a disclaimer relating thereto, ASSIGNOR will, upon request, sign and deliver all lawful papers requisite for the filing of such disclaimer; and,

ASSIGNOR further covenants and agrees that ASSIGNOR will, at any time upon request, do everything possible to aid ASSIGNEE, its successors, assigns, nominees, or other legal representatives, either in the name of ASSIGNOR or ASSIGNEE, to apply for, obtain and enforce proper patent protection for said invention in all countries, according to the International Convention and the Patent Cooperation Treaty and all the laws and treaties in force, all without further consideration but at the expense of ASSIGNEE, its successors, assigns, nominees or other legal representatives.

IN WITNESS WHEREOF, this assignment has been executed by the undersigned.

x Roger Webel

ROGER A. WEBEL

STATE OF OHIO)
) SS
COUNTY OF *CUYAHOGA*)

Subscribed and sworn to before me this *20th* day of *SEPTEMBER* 200*0*

Melody A. Dabrowski

Notary Public

MELODY A. DABROWSKI, Notary Public
State of Ohio
My Commission Expires Aug. 25, 2001