

FORM PTO-1595 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
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P08/REV02

11-09-2000

EET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



10-30-00

Tab settings

To the Honorable Commissioner of Pa...

101510488

...are attached original documents or copy thereof.

1. Name of conveying party(ies):
James F. and Marion L. Maxwell 2000 Charitable Remainder Unitrust;
James F. Paas; and
James F. Maxwell

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

Name: **AZ Acquisition Corp.**

Internal Address:

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Street Address: **310 West 700 South**

City: **Pleasant Grove** State: **UT** ZIP: **84062**

Execution Date: **09/27/2000**

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

4. Application number(s) or registration numbers(s):

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

A. Patent Application No.(s)

B. Patent No.(s)

5388893

Additional numbers attached? Yes No

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

Name: **Reed R. Heimbecher**

Internal Address: **Dorsey & Whitney LLP**

Republic Plaza Building, Suite 4400

Street Address: **370 Seventeenth Street**

City: **Denver** State: **CO** ZIP: **80202**

6. Total number of applications and patents involved: **1**

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

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

8. Deposit account number:

04-1415

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.

Reed R. Heimbecher

24 October 2000

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: **9**

PATENT

REEL: 011213 FRAME: 0491

ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS is made as of September 27, 2000 by and among the JAMES F. AND MARION L. MAXWELL 2000 CHARITABLE REMAINDER UNITRUST, a trust with an address at 722 East 2730 North, Provo, Utah 84604 (the "Maxwell Trust"), JAMES F. PAAS, an individual with an address at 533 East Fountainville Drive, Alpine, Utah 84004 ("Paas"), and JAMES F. MAXWELL, an individual with an address at 722 East 2730 North, Provo, Utah 84604 ("Maxwell"; and collectively with the Maxwell Trust and Paas, the "Assignors"), and AZ ACQUISITION CORP., a Utah corporation with an address at 310 West 700 South, Pleasant Grove, Utah 84062 (the "Assignee").

RECITALS:

WHEREAS, the Assignee, Asphalt Zipper Company, a Utah corporation, the Maxwell Trust, Paas, Maxwell, individually and as trustee of the Maxwell Trust, and Marion L. Maxwell, individually and as trustee of the Maxwell Trust, have entered into a certain Asset Purchase Agreement dated as of the date hereof (as in effect from time to time, the "Asset Purchase Agreement"), under the terms of which the Assignors have agreed to sell and transfer, and the Assignee has agreed to purchase, the Related Party Acquired Assets (as defined in the Asset Purchase Agreement);

WHEREAS, the Assignors are the owners of all right, title and interest in, to and under the patents and patent applications listed on Schedule A hereto (the "Patents"), which constitute part of the Related Party Acquired Assets; and

WHEREAS, pursuant to the Asset Purchase Agreement, the Assignee desires to obtain all of the Assignors' right, title and interest in, to and under the Patents, subject to the terms and conditions of the Asset Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. In exchange for a portion of the Related Party Purchase Price (as defined in the Asset Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby sells, conveys, assigns, transfers and delivers to the Assignee, its successors and assigns:

- (a) all of the right, title and interest of such Assignor in, to and under all of the Patents;

(b) any United States or foreign patent application filed with respect to any of the inventions related to any of the Patents, or filed as a continuation, continuation-in-part, or division of any patent application included in the Patents, or for reissue of any of the Patents or granted on an application included in the Patents, and any United States or foreign patent issuing on any patent application included in the Patents; and

(c) all products and proceeds of any of the foregoing, including, without limitation, all right, title and interest of such Assignor in and to any cause of action that has heretofore arisen or that may in the future arise with respect to unconsented use or infringement of any of the Patents.

2. Miscellaneous.

2.1. Severability. If any clause or provision of this Assignment shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

2.2. Modification. This Assignment is subject to modification only by a writing signed by the parties.

2.3. Assignment. The benefits and burdens of this Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties; provided, however, that no Assignor may assign his rights or obligations under this Assignment without the prior written consent of the Assignee.

2.4. Further Assurances. Each Assignor, at such Assignor's expense, shall do, make, execute and deliver all such additional and further acts, things, deeds, assurances, documents and instruments as the Assignee may reasonably require more completely to vest in and assure to the Assignee its rights hereunder, including, without limitation, executing, delivering and, where appropriate, filing or recording with the U.S. Patent and Trademark Office and/or the patent offices of one or more foreign countries or jurisdictions patent assignments and/or related documents.

2.5. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same document.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Patents to be executed as of the day and year first written above.

ASSIGNORS:

JAMES F. AND MARION L. MAXWELL
2000 CHARITABLE REMAINDER UNITRUST

By James F. Maxwell
James F. Maxwell
Trustee
James F. Paas
James F. Maxwell
with Power of Attorney
James F. Paas

James F. Maxwell
James F. Maxwell

ASSIGNEE:

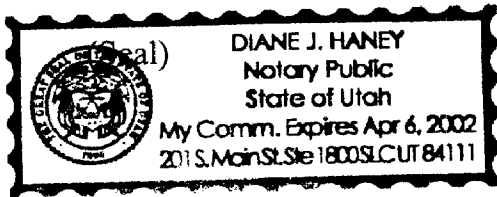
AZ ACQUISITION CORP.

By Terry L. Hansen, Jr.
Terry L. Hansen, Jr.
President

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On September 21, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared James F. Maxwell, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Trustee of the James F. and Marion L. Maxwell 2000 Charitable Remainder Unitrust and acknowledged to me that such trust executed the within instrument pursuant to its agreement and declaration of trust.

WITNESS my hand and official seal.



Diane J. Haney

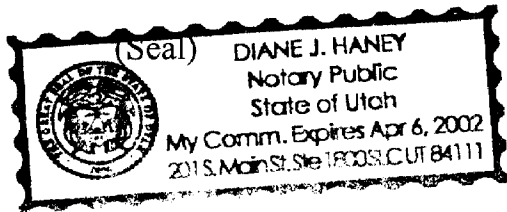
Notary Public
Expiration Date: 4/6/2002

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

*James F. Maxwell
as power of attorney
for*

On September 21, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared James F. Paas, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument.

WITNESS my hand and official seal.



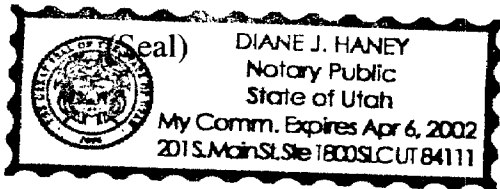
Diane J. Haney

Notary Public
Expiration Date: *4/6/2002*

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On September 27, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared James F. Maxwell, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument.

WITNESS my hand and official seal.



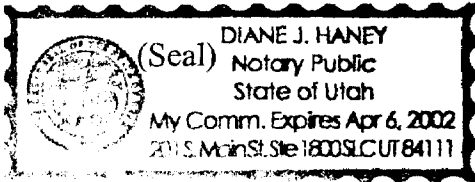
Diane J. Haney

Notary Public
Expiration Date: 4/6/2002

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On September 21, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Terry L. Hansen, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the President of AZ Acquisition Corp. and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.



Diane J. Haney

Notary Public
Expiration Date: 4/6/2002

SCHEDULE A

to

ASSIGNMENT OF PATENTS

UNITED STATES PATENTS

PATENT TITLE	SERIALNO./ FILING DATE	INVENTOR	PATENT NO./ ISSUE DATE
Pavement Grinder and Trench Opening Mill and Method	08/069,776 06/01/1993	James F. Maxwell and Garlon J. Maxwell	5,388,893 02/14/1995