

01-29-2001



Date: January 12, 2001

101597164

Sir: 1-16-2001

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

1. Assignor(s): Jeffrey Scott Kritzer
2. Assignee(s): Bend-Pak, Inc.
Address: 1645 Lemonwood Drive, Santa Paula, California 93060

 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: October 27, 2000

Interest Conveyed: Entire Other:
4. Please record the enclosed document against the following:
U.S. Application Serial No.: 09/702,560, filed October 31, 2000 entitled SAFETY LOCK DEVICE FOR AUTOMOBILE LIFTS

 patent application(s) issued patent(s)
5. Please address all correspondence concerning recordation of this document to: Shughart, Thomson & Kilroy, P.C., Attention Kent R. Erickson, 120 West 12th Street, Kansas City, Missouri 64105.
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. 339174 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,

40E

By

Kent R. Erickson

Reg. No. 36,793

Total number pages submitted: 4

01/29/2001 DBYRNE 00000355 09702560

01 FC:581 40.00 DP
Twelve Wyandotte Plaza
120 West 12th Street
Kansas City, Missouri 64105
816-421-3355

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 Bend-Pak, Inc. ("Assignee"), a California corporation having a principal place of business at 1645 Lemonwood Drive, Santa Paula, California 93060, in connection with my invention of a new, original, SAFETY LOCK DEVICE FOR AUTOMOBILE LIFTS ("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 10/27, 2000.
- (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.

2. 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.

3. 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 applicatio
- (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.

4. 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.

5. 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 ²⁷~~26~~ day of OCTOBER, 2000



 Jeffrey Scott Kritzer

STATE OF)
) ss.
 COUNTY OF)

On this ___ day of October, 2000, before me, a Notary Public in and for the above State and County, personally appeared Jeffrey Scott Kritzer, 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.

See

 Notary Public

My Commission Expires: