

05-25-2001



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Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Bayne Machine Works, Inc.

5.21-01

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: January 1, 2001

2. Name and address of receiving party(ies)

Name: Delaware Capital Formation, Inc.

Internal Address: Attn: Ms. Amy Ward

Street Address: 1403 Foulkstone Plaza Suite 102

City: Wilmington State: DE Zip: 19803

Additional 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 is:

A. Patent Application No.(s)

B. Patent No.(s)

please see attached

Additional numbers attached? Yes No

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

Name: William H. Nehrkorn, Esq.

Internal Address:

Heil Environmental Industries, Ltd.

Street Address: P.O. Box 8676

City: Chattanooga State: TN Zip: 37414

6. Total number of applications and patents involved: 10

7. Total fee (37 CFR 3.41).....\$ 400.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

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

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.

William H. Nehrkorn

Name of Person Signing

Signature

14, 2001

Date

Total number of pages including cover sheet, attachments, and documents: 6

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

<u>US PATENT NO.</u>	<u>TITLE OF INVENTION</u>
6,167,795	Container Box and Lifter Features
5,826,485	Residential Refuse Collection Cart Lifter with Universal Feature
5,784,947	Residential Refuse Collection Cart Lifter with Universal Features
5,762,462	Residential Refuse Collection Cart Lifter with Universal Features
5,613,823	Residential Refuse Collection Cart Lifter with Universal Features
5,503,512	Residential Refuse Collection Cart Lifter with Universal Features
5,447,405	Residential Refuse Collection Cart Lifter with Universal Features
5,333,984	Residential Refuse Collection Cart Lifter with Universal Features
5,308,211	Residential Refuse Collection Cart Lifter with Universal Features
4,773,812	Receptacle Lift and Slim Profile Power Unit Therefor

PATENT ASSIGNMENT

This Agreement is by and between **BAYNE MACHINE WORKS, INC.** ("Assignor") and **DELAWARE CAPITAL FORMATION, INC.** ("Assignee") effective as of January 1, 2001.

WHEREAS, Assignor has invented certain new and useful inventions (the "Inventions") and Assignor holds patents related thereto, both of which are described in Exhibit A (the "Patents"); and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Inventions and the Patents;

NOW, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, the patent claims, all rights to prepare derivative works, all goodwill and all other rights), in and to the Patents and the Inventions.

2. Consideration. In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of \$1.00, payable as of January 1, 2001.

3. Representations and Warranties. Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Inventions and the Patents;
- (c) The Inventions and Patents are free of any liens, security interests, encumbrances or licenses;
- (d) The Inventions and Patents do not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Inventions and Patents;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

5. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

6. Amendment. This Agreement may be amended only by a writing signed by both parties.

7. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

8. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

9. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Delaware.

ASSIGNEE

Delaware Capital Formation, Inc.

Amy Ward
Amy Ward

Title: President

ASSIGNOR

Bayne Machine Works, Inc.

William H. Nehr Korn
William H. Nehr Korn

Title: V.P.

NOTARIZATION FORM

State of Tennessee

County of Hamilton

On this 27th day of March, 2001 before me, Sharon D. Caldwell, notary, personally appeared **William H. Nehr Korn**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

(Seal)

Signature Sharon D. Caldwell
Notary

My Commission Expires: May 22, 2001

State of Delaware

County of New Castle

On this 3rd day of April, 2001 before me, Patricia Gill, notary, personally appeared **Amy Ward**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

(Seal)

Signature Patricia A. Gill
Notary

My Commission Expires: 5/17/01

PATRICIA A. GILL
NOTARY PUBLIC-DELAWARE
My Commission Expires May 17, 2001

EXHIBIT A

<u>US PATENT NO.</u>	<u>TITLE OF INVENTION</u>
6,167,795	Container Box and Lifter Features
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