

06-26-2001



101760539

PATENT

6-20-01

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

IN RE APPLICATION OF : Inoue et al.
 FOR : SPEED/FORCE ADJUSTABLE IMPLEMENT LINKAGE FOR AN EXCAVATOR
 SERIAL NO. : 09/698,397
 FILED : October 27, 2000
 EXAMINER : Unknown
 ART UNIT :
 ATTORNEY DOCKET NO. : JRB 2 0005

JUN 20 2001

ASSIGNMENT TRANSMITTAL LETTER

Assistant Commissioner
 for Patents
 Washington, DC 20231

Dear Sir:

Please record the attached original document or copy thereof.

1. Name of Parties conveying an interest:

Yonezo Inoue
 522 Winterview Lane, Apt. F
 Chattanooga, TN 37409
 Citizenship: Japan

Allen E. Kimble
 829 Arnold Road
 Rock Spring, GA 30739
 Citizenship: USA

2. Name and Address of Party receiving an interest:

JRB COMPANY, INC.
 820 Glaser Parkway
 Akron, Ohio 44306

06/25/2001 TDIAZ1 00000116 09698397

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40.00 DP

I hereby certify that this correspondence is being deposited
 with the United States Postal Service as first class mail in
 an envelope addressed to Assistant Commissioner for
 Patents, Washington, DC 20231, on 6/26/01

Doreen Straw
 (SIGNATURE)
DOREEN STRAW

3. Description of the interest conveyed:

Assignment Change of Name

Security Agreement Merger

Other _____

Execution Date: June 8, 2001

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:

_____ Date

A. Patent Application No.(s)

B. Patent No.(s)

09/698,397 (Filed 10/27/00)

Additional sheet attached? Yes No

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

Steven M. Haas
FAY, SHARPE, FAGAN, MINNICH & McKEE, LLP
1100 Superior Avenue, Seventh Floor
Cleveland, Ohio 44114-2518

6. Number of applications and patents involved: 1

7. Amount of fee enclosed or authorized to be charged:

\$40.00

8. Deposit Account Number (attached duplicate copy of this form if paying by Deposit Account): 06-0308

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9. Statement and signature.

10. Total number of pages 5.

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.

Respectfully submitted,

FAY, SHARPE, FAGAN,
MINNICH & MCKEE, LLP

Date:

June 18, 2001

Steven M. Haas

Steven M. Haas
Reg. No. 37,841
1100 Superior Avenue
Seventh Floor
Cleveland, OH 44114-2518
(216) 861-5582

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ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, WE, the undersigned,

Yonezo Inoue
522 Winterview Lane, Apt. F
Chattanooga, TN 37409

Allen E. Kimble
829 Arnold Road
Rock Spring, GA 30739

who have created a certain invention for which an application for United States Letters Patent has been executed concurrently herewith and filed in the U.S. Patent and Trademark Office October 27, 2000 under serial number 09/698,347, said application entitled

SPEED/FORCE ADJUSTABLE IMPLEMENT LINKAGE FOR AN EXCAVATOR,

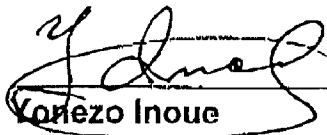
do hereby sell, assign and transfer to **JRB COMPANY, INC.**, a corporation of the State of OHIO having a place of business at 820 Glaser Parkway, Akron, Ohio 44306, its successors, assigns, and legal representatives, the full and exclusive right to said invention and said application and to any and all inventions described in said application for the United States, its territorial possessions and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States, its territorial possessions and all foreign countries; and in and to any and all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, and all other applications for Letters Patent relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, acts, and treaties, including all future conventions, unions agreements, acts, and treaties;

WE agree that **JRB COMPANY, INC.**, noted above and hereinafter referred to as Assignee, may apply for and receive Letters Patent for said invention and said inventions, hereinafter referred to as said invention, in its own name, in the United States, its territorial possessions, and all foreign countries; and that, when requested to carry out in good faith the intent and purpose of this assignment, at the expense of said Assignee, its successors, assigns and legal representatives, we, the undersigned, will execute all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, execute all rightful oaths, assignments, powers of attorney and other papers, testify in any legal or quasi legal proceedings; communicate to said Assignee, its successors, assigns or legal representatives all facts known to the undersigned relating to said invention and the history thereof; and generally do everything possible which said Assignee, its successors, assigns, or legal representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said invention and for vesting title to said invention and all applications for patents on said invention in said Assignee, its successors, assigns,

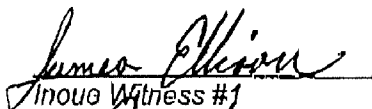
or legal representatives; and

We covenant with said Assignee, its successors, assigns, or legal representatives that no assignment, grant mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

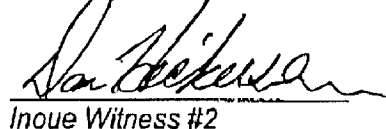
IN TESTIMONY WHEREOF WE have hereunto set our signatures on the dates noted.


Yonezo Inoue

6/05/01
Date


Inoue Witness #1

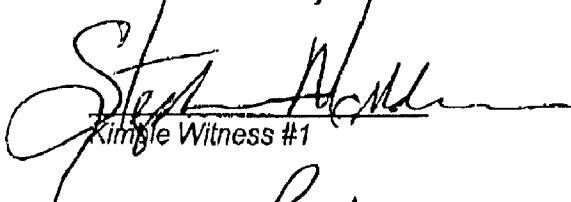
6/08/01
Date


Inoue Witness #2

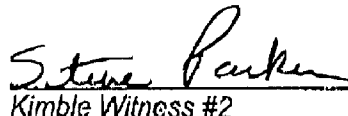
6/08/01
Date


Allen E. Kimble

6/8/01
Date


Kimble Witness #1

6-11-01
Date


Kimble Witness #2

6-11-01
Date