OIPE			
Form PTO 1595 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94) JUN 2 1 2001	Docket No. 0266/92209		
To the Honorage Commission of Pa 101766			
1. Name of conveying party(ies): Stanley E. DUNN; David H. RUSH Additional name(s) of conveying party(ies) attached? [] Yes [X] No 3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other _ Execution Date: 6/6/01	2. Name and address of receiving party(ies): Name: RUSH HOLDINGS, INC. Internal Address: DAVID H. RUSH Street Address: 700 N.W. 12TH AVENUE City: DEERFIELD BEACH State: FLORIDA Zip:33442 Additional name(s) & address(es) attached? [] Yes [X] No		
 4. Application number(s) or patent number(s): If this document is being filed together with a new applic A. Patent Application No.(s) 60/090,792 	cation, the example of the organization is A 4 2 40 was decasted with the U.S. Postal Service & that a was decasted with the U.S. Postal Service & that a was decasted with the U.S. Postal Service & that a was decasted with the U.S. Postal Service & that a was decasted by delivery to the Assistant Commissioner for B. Paterne Nessitryton, DC 20231 by "Express Mail Page Office of the Service. 6,236,138 C. Percentage of the Assistant Commissioner for the Assistant		
Additional numbers attached? [X] Yes [] No			
Name and address of party to whom correspondence concerning document should be mailed:	Total number of applications and patents involved: 5		
Name: Darby & Darby P.C.	7. Total fee (37 CFR 3.41):\$ 200		
Internal Address: Joseph B. Lerch Street Address: 805 Third Avenue, 27th Floor	[X] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: O4-0100 (Attach duplicate copy of this page if paying by deposit account)		
City: New York State: New York Zip: 10022-7513			
DO NOT US 1561 - 1560 13 - 168 20 20 16 1561 - 206 00 16	E THIS SPACE		
Joseph B. Lerch (26,936) Name of Person Signing 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 & Trademarks, Box Assignments Washington, D.C. 20231			

SCHEDULE A

Patents

Title	Country	Patent No.	Grant Date
Electromechanical Machine and Armature Structure Therefor	U.S.	6,236,138	May 22, 2001
Applications			
<u>Title</u>	Country	Application No.	Filing date
Electro Mechanical Machine and Armature Structure Therefor	U.S.	60/090,792	June 25, 1998
Electro Mechanical Machine and Armature Structure Therefor	WIPO	PCT/US99/14177	June 21, 1999
Electro-mechanical Machine	Canada	2,335,820	June 21, 1999
Electro Mechanical Machine and Armature Structure Therefor	Europe	99928852.5	June 21, 1999

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ASSIGNMENT

WHEREAS I, Stanley E. Dunn, a citizen of the United States, residing at 3408 Pine Haven Circle, Boca Raton, Florida 33431, have made certain inventions identified in the annexed Schedule A, for which patent applications were filed and/or patents granted as indicated in the schedule, of which I own a undivided fifty percent (50%); and

WHEREAS I, David H. Rush, an individual, a citizen of the United States, residing at 4804 Banyon Lane, Tamarac, Florida 33319, am the owner of an undivided fifty percent of the underlying inventions, the patent applications and Letters Patent identified in the annexed Schedule A, Stanley E. Dunn and David H. Rush being referred to below collectively as the "Assignee"; and

WHEREAS, RUSH HOLDINGS, INC., a corporation of the State of Delaware, having an office at 700 N.W. 12th Avenue, Deerfield Beach, Florida 33442 (below called the "Assignee"), is desirous of securing the entire worldwide right, title and interest in and to said inventions, applications and Letters Patent, when granted, and in and to any divisions, continuations, improvements, reissues or extensions that may be made or granted thereon;

NOW, THEREFORE, BE IT KNOWN that for and in consideration of the sum of One Dollar (\$1.00) to us in hand paid by the said Assignee, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, we, the said Assignor have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over unto the said Assignee, its successors and assigns, all of our right, title and interest, throughout the world, including the priority right, in and to said inventions, said applications and any Letters Patent emanating therefrom, and in and to any divisions, continuations, improvements, reissues or extensions that may be made or granted on any of them;

TO HAVE AND TO HOLD the same to the full end of the term or terms for which said Letters Patent may be granted, as fully and completely as the same might be held by us had this sale and assignment not been made.

For the consideration aforesaid, we hereby covenant and agree to and with said Assignee its successors and assigns, that whenever its counsel or representative, or the counsel or representative of its successors or assigns, shall advise that an amendment to, or a division of, or any other proceeding or action in connection with said invention or said applications or any applications or patents emanating therefrom, including interference proceedings, is lawful and desirable, or that a reissue or continuation or extension thereof is lawful and desirable, we will sign all papers and drawings, take all rightful oaths and affidavits, and do all acts necessary or required to be done for the procurement of valid Letters Patent for said invention throughout the world, or for the reissue or continuation or extension of the same, will do all acts necessary or required to secure to said Assignee, its successors, and assigns, the title to and full benefit of all rights hereby assigned, without charge to said Assignees or its successors or assigns, but at its or their expense;

AND the United States Patent and Trademark Office and all similar authorities throughout the world are requested to issue all Letters Patent, when granted, in accordance with this sale and assignment.

I declare under penalty of perjury under the laws of the United States of America that I have signed this document as my own free act and that all of the foregoing is true and correct.

Dated: Jule, 2001

Stanley E. Dunn

I declare under penalty of perjury under the laws of the United States of America that I have signed this document as my own free act and that all of the foregoing is true and correct.

Dated: June 6, 200/

David H. Kush

ACCEPTANCE OF ASSIGNMENT:

RECORDED: 06/21/2001

I declare under penalty of perjury under the laws of the United States of America that I am the president and an officer of RUSH HOLDINGS, INC., the assignee in the above assignment; that I have signed below to signify acceptance that assignment on behalf of that company, with the full authority of its board of directors; and that all statements in this paragraph are true and correct.

Dated:

David H. Rush