



To the Honorable Commission: 101853310

attached original documents or copy thereof.

1. Name of conveying party(ies):

Bruce Vaile

09/13/01

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

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

Name: Tigercat Industries Inc.

Internal Address: \_\_\_\_\_

Street Address: 40 Consolidated Drive

P.O. Box 544

City: Paris Ontario, Canada ZIP: N3L 3T

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: September 12, 2001

4. Application number(s) or patent number(s):

09/951651

If this document is being filed together with a new application, the execution date of the application is: September 12, 2001

A. Patent Application No.(s)

B. Patent No.(s)

Additional Numbers attached?  Yes  No

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

Name: Kevin D. McCarthy

Hodgson Russ LLP

Internal Address: Intellectual Property Law Section

Street Address: One M&T Plaza, Suite 2000

City: Buffalo State: NY ZIP: 14203-2391

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

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

08-2442

(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.

Kevin D. McCarthy, Reg. No. 35,278

Name of Person Signing

Signature

September 13, 2001  
Date

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

2

Mail documents to be recorded with required cover sheet information to:  
Commissioner for Patents and Trademarks, Box Assignments

WASHINGTON, D.C. 20231

10057 U.S. PTO  
09/951651  
09/13/01

09/24/2001 LNELIER 0000016 0951651 40-00 IP

## ASSIGNMENT

In consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, Bruce Vaile, the undersigned

Hereby sell, assign and transfer to Tigercat Industries Inc. an Ontario (of Canada) corporation having a place of business at 40 Consolidated Drive, P.O. Box 544, Paris, Ontario, Canada N3L 3T, its successors, assigns and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent, which has been executed by the undersigned concurrently herewith and is entitled **STABLE LEVELER**, and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements;

Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to but at the expense of said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and 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.

Date

SEPT/12/2001  
Bruce Vaile

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