

10-29-2001

Docket No.: 4722.523



FR SHEET

U.S. DEPARTMENT OF COMMERCE

LY

Patent and Trademark Office

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

1. Name of conveying party(ies):

John Charles Colvard

10-17-01

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

Name: Power Curbers, Inc.

Address: 402 Bringle Ferry Road

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

City: Salisbury

State/Prov.: NC

Country: US

ZIP: 28145

Execution Date: October 3, 2001

Additional name(s) & address(es)

☐ Yes ☒ No

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is: October 3, 2001

Patent Application No.

Filing date

B. Patent No.(s)

09982151

Additional numbers

☐ Yes ☒ No

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

Name: Karl S. Sawyer, Jr.

Registration No. 28,902

Address: Kennedy Covington Lobdell & Hickman, LLP

Bank of America Corporate Center, Suite 4200

100 North Tryon Street

City: Charlotte

State/Prov.: NC

Country: US

ZIP: 28202-4006

6. Total number of applications and patents involved:

1

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

☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account

☐ Authorized to be charged to deposit account

8. Deposit account number:

18-1215

10/26/2001 LMUELLER 00000142 09982151

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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.

Karl S. Sawyer, Jr.

Name of Person Signing

Karl S. Sawyer, Jr.

Signature

October 17, 2001

Date

Total number of pages including cover sheet, attachments, and

5

PATENT

REEL: 012277 FRAME: 0419

ASSIGNMENT

WHEREAS,

**John Charles Colvard
394 Fairway Lane
Wilkesboro, NC 28697**

(hereinafter "Assignor") has invented certain new and useful improvements and/or designs (hereinafter "Invention"), for a full description of which reference is here made to a provisional patent application entitled:

ADJUSTING ARRANGEMENT FOR STEERABLE TRANSPORT ASSEMBLY FOR SELF-PROPELLED CONSTRUCTION VEHICLE

(hereinafter "Application") filed with the U.S. Patent & Trademark Office, and for which Assignor hereby authorizes and requests Assignee to fill in the following blanks specifying the serial number and filing date for said application identified above (but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this Assignment):

Serial Number: _____

Filed on: _____; and

WHEREAS,

**Power Curbers, Inc.
402 Bringle Ferry Road
Salisbury, NC 28145**

(hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in, to, and under the Invention and the Application, and in, to, and under any and all patents that may be obtained for the Invention, together with all foreign rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to sell, assign, transfer and convey, and by these presents does hereby sell, assigns, transfers and conveys, unto Assignee the entire right, title, and interest in, to and under:

- ❑ The Invention and the Application;
- ❑ Any patent of the United States of America that may be obtained for the Invention;
- ❑ Any corresponding applications for patent of the Invention in any and all foreign countries; and
- ❑ Any reissue, extension, renewal, substitution, confirmation, division, continuation and the like of any of the foregoing (hereinafter collectively "Invention Rights").

FURTHERMORE,

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, and assigns, to assist and cooperate with Assignee in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee for the purpose of implementing the terms of this Agreement.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular foreign country, and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular foreign country for any purpose and, more particularly, in proof of the right of Assignee to claim the aforesaid benefit of the right of priority.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Finally, Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to issue any patent included within the Inventions Rights to Assignee.

This the 3 day of October, 2001.

John C. Colvard, Assignor

John C. Colvard

NOTARIZATION

State of North Carolina)

County of Rowan)
United States of America

On this 3rd day of October, 2001, personally appeared before me the above-named person, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth above.

Vincent L. Fulton
Notary Public

My Commission Expires: Jan. 27, 2006