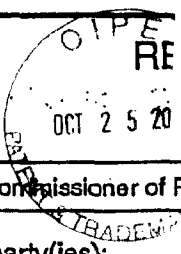


10-31-2001

1 SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



101891124

Tab settings

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

1. Name of conveying party(ies):

Marathon Equipment Company

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

2. Name and address of receiving party(ies)

Name: Delaware Capital Formation, Inc.

Internal Address:

Street Address: 1403 Foulk Road, Ste. 102

City: Wilmington, DE 19803  
State: ZIP:

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other

Execution Date: 10/25/01

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)

09/578,715

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Joseph W. Berenato, III

Internal Address:

Street Address: Liniak, Berenato, Longacre & White, LLC  
6550 Rock Spring Drive, Ste. 240

City: Bethesda, State: MD ZIP: 20817

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:

50-0548

(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.

Joseph W. Berenato, III  
Name of Person Signing

*[Signature]*  
Signature

10/25/01  
Date

Total number of pages including cover sheet, attachments, and document: 3

**ASSIGNMENT**

In consideration for One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, Marathon Equipment Company, of County Highway 9 South, Vernon, Alabama 35592-1798, hereby sells, assigns, transfers and sets over to Delaware Capital Formation, Inc., having its principal place of business at 1403 Foulk Road, Suite 102, Wilmington, Delaware 19803, its successors, assigns, nominees, or other legal representatives, the entire right, title and interest in all countries including the priority rights derived from the hereinafter designated application for Letters Patent by virtue of the International Convention for the Protection of Industrial Property for any and all member countries of the aforesaid International Convention, in and to the invention or inventions made by us for a **LOCKING MECHANISM FOR ROLL-OFF HOIST** and the application for Letters Patent of the United States therefor, Continuation Patent Application Serial Number 09/578,715 and bearing a filing date of May 26, 2000 together with all rights, including the sole rights under the aforesaid International Convention to apply for and obtain Letters Patent for said invention or inventions in the United States and in all other countries of the world, including original, divisional, continuation, continuation-in-part, reissue, utility and design patents, patents of addition, confirmation patents, registration patents, petty patents, utility models, etc., and all other types of patents and the like, and all renewals and extensions of any of them, and the entire right, title and interest in and to all such Letters Patent, the applications therefor and the subject matter of all claims obtained in said Letters Patent, and authorize and request the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue Letters Patent on applications as aforesaid to issue the said

Letters Patent to the Delaware Capital Formation, Inc., its successors, assigns, nominees or other legal representatives, as assignee of the entire interest, and covenant that we convey the entire interest herein assigned and that I have not executed and will not execute any agreement in conflict herewith.

We further covenant and agree that whenever requested by said Delaware Capital Formation, Inc., its successors, assigns, nominees or legal representatives, we will execute and deliver or cause to be executed and delivered such further patent applications, assignments, oaths, disclaimers and other documents, give or cause to be given such evidence and furnish or cause to be furnished such information within my knowledge or control, and do or cause to be done such other acts and furnish or cause to be furnished such other assistance, as it or any of them may deem necessary or desirable in connection with obtaining and/or maintaining any Letters Patent as aforesaid for said invention or inventions, or in connection with any suit or controversy, including interference proceedings, relating to any of such Letters Patent or to any applications therefor or in order to vest or perfect in it or in any of them or to protect or enforce the right, title and interest herein assigned, or otherwise effectuate the premises, all without further consideration but at the expense of said Delaware Capital Formation, Inc., its successors, assigns, nominees or other legal representatives.

MARATHON EQUIPMENT COMPANY

By: *E.A. Farnesi*  
Its: President

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Date: October 25, 2001

*Ana Robinson*  
Notary Public  
My Commission Expires  
1-26-05