

FOI/M PTO-1595 (modified)

(Rev 6-93)

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HEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

<p>1. Name of conveying party(ies):</p> <p>Nordberg Inc.</p> <p>Additional conveying party(ies) NO</p>	<p>2. Name and address of receiving party(ies):</p> <p>Metso Minerals (Milwaukee) Inc. 3073 South Chase Avenue Milwaukee, WI 53207</p>
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MRD
1-18-02

<p>3. Nature of conveyance:</p> <p>CHANGE OF NAME</p> <p>Execution Date:</p> <p>April 16, 2001</p>	<p>Additional name(s) & address(es) attached? NO</p>
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<p>4. Application number(s) or patent number(s):</p> <p>If this is being filed together with a new application, the execution date of the application is:</p> <table border="1"> <tr> <td data-bbox="82 871 812 1050"> <p>A. Patent Application Number(s):</p> <p><u>09/506,530</u></p> </td> <td data-bbox="812 871 1565 1050"> <p>B. Patent Number(s):</p> </td> </tr> </table> <p>Additional numbers attached? NO</p>		<p>A. Patent Application Number(s):</p> <p><u>09/506,530</u></p>	<p>B. Patent Number(s):</p>
<p>A. Patent Application Number(s):</p> <p><u>09/506,530</u></p>	<p>B. Patent Number(s):</p>		

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Jeffrey S. Gundersen FOLEY & LARDNER Firststar Center 777 East Wisconsin Avenue Milwaukee, Wisconsin 53202-5367</p>	<p>6. Total number of applications/patents involved: 1</p>
	<p>7. Total fee (37 C.F.R. § 3.41): \$40.00</p>
	<p><input checked="" type="checkbox"/> Check Enclosed</p> <p>Charge to deposit account</p> <p>8. Deposit account number: 06-1447</p>

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. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

Jeffrey S. Gundersen

11/21/01

Name of person signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 4

02/01/2002 TDIAZ1 00000045 09506530
01 FC:581 40.00 OP

(Rev. 5-95)

RECOR



101297352

PATENTS ONLY

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2-17-00

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

1. Name of conveying party(ies):

Thomas G. Braun
John Ponasik

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

Nordberg, Inc.
3073 South Chase Avenue
Milwaukee, WI 53207



Additional conveying party(ies) NO

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

2/16/00

Additional name(s) & address(es) attached? NO

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

09,506530

If this is being filed together with a new application, the execution date of the application is: 2/16/00

A. Patent Application Number(s):

B. Patent Number(s):

Additional numbers attached? NO

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

Joseph N. Ziebert
FOLEY & LARDNER
Firststar Center
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-5367

6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

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Joseph N. Ziebert

2-17-00

Name of person signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 4

ASSIGNMENT AND AGREEMENT

WHEREAS, Thomas G. Braun of S67 W13395 Fennimore Ct., Muskego, WI 53150, and John Ponasik of 906 Larchmont Dr., Waukesha, WI 53186, (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **AN ADJUSTABLE MECHANISM UTILIZING A VARIABLE DISPLACEMENT MOTOR FOR A ROCK CRUSHER** (Atty. Dkt. No. 18306/160) for which an application for United States Letters Patent was executed by ASSIGNOR concurrently herewith; and

WHEREAS, Nordberg, Inc., a corporation duly organized and existing under the laws of the State of Wisconsin, and having its principal place of business at 3073 South Chase Avenue, Milwaukee, WI 53207 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and

protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 16th day of Feb, 2000.

Thomas G. Braun

Thomas G. Braun

State of WISCONSIN)
County of MILWAUKEE)ss.

On this 16TH day of FEBRUARY, 2000, before me, a notary public in and for said county, appeared Thomas G. Braun, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Ann R. Wysocki
Notary Public

My Commission Expires: 5-11-2003

(Seal)

Executed this 16 day of FEB, 2000.

John J. Ponasik
John Ponasik

State of WISCONSIN)
County of MILWAUKEE)ss.

On this 16TH day of FEBRUARY, 2000, before me, a notary public in and for said county, appeared John Ponasik, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

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WHEREAS, **Nordberg, Inc.**, a corporation duly organized and existing under the laws of the State of Wisconsin, and having its principal place of business at 3073 South Chase Avenue, Milwaukee, WI 53207 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

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Thomas G. Braun

Thomas G. Braun

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County of MILWAUKEE)ss.

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Ann R. Wysoki
Notary Public

My Commission Expires: 5-11-2003

(Seal)

ASSIGNMENT AND AGREEMENT

AP 11-15-01
TGB 14 NOV 01

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AP 11-15-01
TGB 14 NOV 01
TGB 14 NOV 01

and
Nordberg Inc.
WHEREAS, *Nordberg Inc.*, a corporation duly organized and existing under the laws of the State of *Delaware*, and having its principal place of business at 3073 South Chase Avenue, Milwaukee, WI 53207 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

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Executed this 16 day of FEB, 2000.

John J. Ponasik
John Ponasik

State of WISCONSIN)
County of MILWAUKEE)ss.

On this 16TH day of FEBRUARY, 2000, before me, a notary public in and for said county, appeared John Ponasik, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Ann R. Wysocki
Notary Public

My Commission Expires: 5-11-2003

(Seal)

State of Delaware
Office of the Secretary of State PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "NORDBERG INC.", CHANGING ITS NAME FROM "NORDBERG INC." TO "METSO MINERALS (MILWAUKEE) INC.", FILED IN THIS OFFICE ON THE SIXTEENTH DAY OF APRIL, A.D. 2001, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

2110368 8100

010186469

AUTHENTICATION: 1107895

DATE: 04-30-01

PATENT ...

REEL: 012512 FRAME: 0305

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 04/16/2001
010186469 - 2110368

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

NORDBERG INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware. DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, by the unanimous written consent of its members, filed with the minutes of the Board, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

RESOLVED, that the Certificate of Incorporation of NORDBERG INC. be amended by changing the Article thereof number "FIRST" so that, as amended, said article shall be and read as follows:

METSO MINERALS (MILWAUKEE) INC.

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given unanimous written consent to said amendment in accordance with the provisions of sections 228 and 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said NORDBERG INC. has caused this certificate to be signed by ~~Robert M. Wissing, its Secretary/Treasurer~~ and attested by ~~Brenda J. Rowan, its Secretary~~, this 15th day of March, 2001. Jeffrey A. Leonard, Robert M. Wissing, its President Secretary/Treasurer

NORDBERG INC.

By 
Jeffrey A. Leonard
President

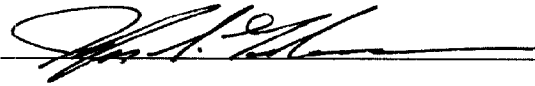
Attest:

By 
Robert M. Wissing
Secretary/Treasurer

The Assistant Commissioner is hereby authorized to charge any additional fees which may be required regarding this application under 37 C.F.R. §§ 1.16-1.17, or credit any overpayment, to Deposit Account No. 06-1447. Should no proper payment be enclosed herewith, as by a check being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing, the Assistant Commissioner is authorized to charge the unpaid amount to Deposit Account No. 06-1447.

Respectfully submitted,

Date 11/21/01

By 

FOLEY & LARDNER
Firststar Center
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-5367
Telephone: (414) 297-5897
Facsimile: (414) 297-4900

Jeffrey S. Gundersen
Attorney for Applicant
Registration No. 47,619

(Rev. 5-98)

RECOR

ET

Patent and Trademark Office



101297352

PATENTS ONLY

2-17-00

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

<p>1. Name of conveying party(ies):</p> <p>Thomas G. Braun John Ponasik</p> <p>Additional conveying party(ies) NO</p>	<p>2. Name and address of receiving party(ies):</p> <p>Nordberg, Inc. 3073 South Chase Avenue Milwaukee, WI 53207</p> <p>Additional name(s) & address(es) attached? NO</p>
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<p>3. Nature of conveyance:</p> <p>ASSIGNMENT</p> <p>Execution Date: 2/16/00</p>	<p>Additional name(s) & address(es) attached? NO</p>
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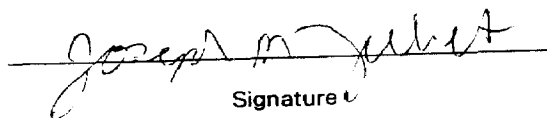
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<p>Joseph N. Ziebert</p> <p>Name of person signing</p>	 <p>Signature</p>	<p>2-17-00</p> <p>Date</p>
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Total number of pages including cover sheet, attachments, and document: **4**

03/27/2000 DNGUYEN 00000177 09506530

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