

03-01-2002

Docket No. SE-13294

FORM PTO-1595

(Rev 10-96)

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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

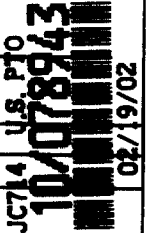
OMB No. 0651-0011 (exp. 4/94)

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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 R. Arne and George M. Bailey *02/19/02*
 Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies):
 Name: The Louis Berkman Company
 Internal Address: _____
 Street Address: 330 North Seventh Street
P.O. Box 820
 City Steubenville State OH ZIP 43952
 Additional name(s) & address(es) attached? [] Yes [X] No



3. Nature of conveyance:
 Assignment [] Merger
 Security Agreement [] Change of Name
 Other _____
 Execution Date: February 14, 2002

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: February 14, 2002

A. Patent Application No.(s)
10/078943
 Additional numbers attached? [] Yes [X] No

B. Patent No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: ROBERT V. VICKERS
 Internal Address: _____
 Street Address: VICKERS, DANIELS & YOUNG
50 PUBLIC SQUARE, SUITE 2000
CLEVELAND, OHIO 44113-2235

6. Total number of applications and patents involved: 1

7. Total fee(37 CFR 3.41):.....\$ 40.00
 Enclosed
 You are authorized to charge our deposit account for any additional fee required.

8. Deposit account number: 22-0347
 A duplicate copy of this form is attached

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.

ROBERT V. VICKERS
 Name of Person Signing

[Signature]
 Signature

2/19/02
 Date

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 and Trademarks
 Box Assignments
 Washington, D.C. 20231

02/27/2002 AADDF01 00000056 10078943
 03 FC:581 40.00 OP

PATENT
 REEL: 012610 FRAME: 0149

VICKERS, DANIELS & YOUNG
50 PUBLIC SQUARE, SUITE 2000
CLEVELAND, OHIO 44113-2235

ASSIGNMENT

WHEREAS, ASSIGNORS: JOHN R. ARNE and GEORGE M. BAILEY

of the Cities, Counties and States, respectively of: DeKalb, DeKalb County, Illinois
Byron, Ogle County, Illinois

have made an invention in **DUMP TRUCK WITH REMOVABLE/EXTENDABLE
CONVEYOR AND SPREADER**

and have executed on February 14, 2002, respectively, an application for
Letters Patent of the United States on said invention, hereinafter referred to as "said application";

AND, WHEREAS, The Louis Berkman Company, a corporation of Ohio

having its principal place of business at 330 North Seventh Street
P.O. Box 820
Steubenville, Ohio 43952

hereinafter called ASSIGNEE, is desirous of acquiring the entire worldwide rights, title and interest
in, to and under said invention and said application;


NOW THEREFORE

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, ASSIGNORS hereby sell, transfer and assign to the ASSIGNEE, its successors, assigns, nominees, or other legal representatives the full, exclusive, entire, worldwide rights, title and interest in, to and under said invention as described and claimed in said application, the same to be held and enjoyed by ASSIGNEE for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, nominees, or other legal representatives, to the end of the term or terms for which said Letters Patent are or may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by ASSIGNORS if this assignment and sale had not been made; all of the entire rights, title and interest in and to said invention and said application, and all original and reissued patents granted for said invention, and all divisions, continuations-in-part and continuations of said application, including the subject matter of any and all claims which may be obtained in every patent, and the right, where such right can be legally exercised, in ASSIGNEE'S own name to apply for and obtain patents in countries foreign to the United States, including the full right to

claim for any such application the benefits of the International Convention and the Patent Cooperation Treaty as fully and entirely as ASSIGNORS could have done if the foreign application had been filed in the names of the ASSIGNORS, and the entire interest in any Letters Patent which may be granted on any such application in such foreign countries, and ASSIGNORS authorize and request the Commissioner of Patents of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue the said Letters Patent to ASSIGNEE, its successors, assigns, nominees or other legal representatives, as ASSIGNEE and owner of the said entire rights, and ASSIGNORS covenant that ASSIGNORS have full right to convey the said entire interest herein assigned and that ASSIGNORS have not executed and will not execute any agreement in conflict herewith, and ASSIGNORS will communicate to ASSIGNEE, its successors, assigns, nominees or other legal representatives all facts known to ASSIGNORS respecting said invention, whenever requested, and testify in any legal proceedings, sign all lawful papers, execute and deliver all divisional, continuing and reissue applications, make all rightful oaths or declarations and do all lawful acts requisite for the application for such divisional, continuing or reissue applications, or the procuring thereof, and that if and when ASSIGNEE, its successors, assigns, nominees, or other legal representatives desire to file a disclaimer relating thereto, ASSIGNORS will, upon request, sign and deliver all lawful papers requisite for the filing of such disclaimer; and,

ASSIGNORS further covenant and agree that ASSIGNORS will, at any time upon request, do everything possible to aid ASSIGNEE, its successors, assigns, nominees, or other legal representatives, either in the name of ASSIGNORS or ASSIGNEE, to apply for, obtain and enforce proper patent protection for said invention in all countries, according to the International Convention and the Patent Cooperation Treaty and all the laws and treaties in force, all without further consideration but at the expense of ASSIGNEE, its successors, assigns, nominees or other legal representatives.

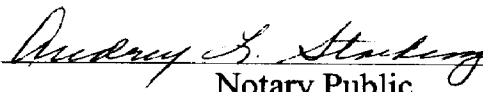
IN WITNESS WHEREOF, this assignment has been executed by the undersigned.



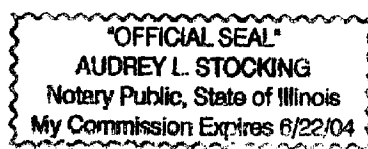
JOHN R. ARNE

STATE OF *Illinois*)
)
) SS
COUNTY OF *Agee*)

Subscribed and sworn to before me this 14 day of February 200 2



Notary Public

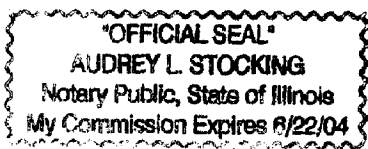


George M Bailey
GEORGE M BAILEY

STATE OF Illinois)
) SS
COUNTY OF Rock)

Subscribed and sworn to before me this 14 day of February 200 2

Audrey L. Stocking
Notary Public



STATE OF)
) SS
COUNTY OF)

Subscribed and sworn to before me this ____ day of _____ 200 ____

Notary Public

STATE OF)
) SS
COUNTY OF)

Subscribed and sworn to before me this ____ day of _____ 200 ____

Notary Public