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PATENT

TO: The Commissioner of Patents and Trademarks

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Attached original document(s) or copy(ies).

Submission Type

- ☒ New
☐ Resubmission (Non-Recordation)
 Document ID #
☐ Correction of PTO Error
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Conveyance Type

- ☒ Assignment
☐ License
☐ Merger
☐ Security Agreement
☐ Change of Name
☐ Other:

FEB 12 2002

Conveying Party(ies)

1. Bandag Incorporated

Execution Date(s)

January 14, 2002

2. 2.12.02

3.

4.

5.

6.

☐ Mark if Additional Names of Conveying Parties Attached**Receiving Party**

Name Bandag Licensing Corporation

Name

Address 2905 North Highway 61

Address

Address Muscatine

Iowa

52761-5886

City

State/Country

Zip Code

☐ Mark if Additional Names of Receiving Parties Attached**Correspondent Name and Address**

Kenneth P. Spina
 Leydig, Voit & Mayer, Ltd.
 Two Prudential Plaza, Suite 4900
 Chicago, Illinois 60601-6780

Telephone: (312) 616-5600
 Facsimile: (312) 616-5700
 Attorney Docket No. 305261

Pages Enter the total number of pages of the attached conveyance document including any attachments: 3**Application Number(s) or Patent Number(s)**☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Numbers**Patent Numbers**

08/773,864

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)Enter PCT application number *only* if a U.S. Application Number has not been assigned.

PCT

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Number of Properties

Enter the total number of properties involved:

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$40.00

Method of Payment:

☒ Enclosed is a check in the amount of \$40.00☐ Charge Deposit Account No. 12-1216Authorization to Charge Additional Fees to Deposit Account No. 12-1216: ☒ Yes ☐ No**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. Charges to deposit account are authorized, as indicated herein.

Kenneth P. Spina

Name of Person Signing

Signature

January 17, 2002

Date

02/28/2002 LMJELLER 00000052 08773864

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PATENT
 REEL: 012614 FRAME: 0204

Leydig, Voit & Mayer, Ltd.
Two Prudential Plaza
Suite 4900
Chicago, Illinois 60601-6780

ASSIGNMENT

WHEREAS, Bandag Incorporated, of 2905 North Highway 61, Muscatine, Iowa 52761-5886, (hereinafter referred to as Assignor), owns a certain invention entitled:

**RETREADED TIRES AND METHOD FOR MAKING THE
SAME WITHOUT SPRAY CEMENT**

for which invention an application (provisional or non-provisional) was executed for a U.S. patent, which was filed on December 27, 1996, under U.S. Application No. 08/773,864, and

WHEREAS, Bandag Licensing Corporation, of 2905 North Highway 61, Muscatine, Iowa 52761-5886 (hereinafter referred to as Assignee), is desirous of acquiring the entire domestic and foreign right, title, and interest in and under the invention described in the patent application.

NOW, THEREFORE, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Assignor assigns and transfers to the Assignee and the Assignee's legal representatives, successors and assigns the full and exclusive rights in and to the invention in the U.S. and every foreign country and the entire right, title, and interest, including all rights of action for past infringement in the U.S. and any country foreign to the U.S., in and to the patent application and other such applications (e.g., provisional applications, non-provisional applications, continuations, continuations-in-part, divisionals, reissues, reexaminations, National phase applications, including petty patent applications, and utility model applications) that may be filed in the United States and every foreign country on the invention, and the patents, extensions, or derivations thereof, both foreign and domestic, that may issue thereon, and we do hereby authorize and request the Commissioner of Patents to issue U.S. patents to the above-mentioned Assignee agreeably with the terms of this assignment document.

ASSIGNOR HEREBY AUTHORIZES the Assignee to insert in this assignment document the filing date and application number of the application if the date and number are unavailable at the time this document is executed.

UPON SAID CONSIDERATION, Assignor conveys to the Assignee the right to make application in its own behalf for protection of the invention in the U.S. and countries foreign to the U.S. and to claim under the Patent Cooperation Treaty, the International Convention and/or other international arrangement for any such application the date of the U.S. application (or any other application on the invention) to gain priority with respect to other applications.

ASSIGNOR DOES HEREBY COVENANT and agree with the Assignee that it will not execute any writing or do any act whatsoever conflicting with the terms of this assignment document set forth herein, and that Assignor will at any time upon request, without further or additional consideration, but at the expense of the Assignee, execute such additional assignments and other writings and do such additional acts as the Assignee may deem necessary

or desirable to perfect the Assignee's enjoyment of this assignment, and render all necessary assistance in making application for and obtaining original, continuation, continuation-in-part, divisional, reissued, reexamined, and National phase patents of the U.S. or of any and all foreign countries on the invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, and by executing statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of all parties hereto.

IN WITNESS WHEREOF, Assignor has caused one of its officers to hereunder set his hand on the date shown below.

Date 1-14-02

David W. Eaton
David W. Eaton

V.P. Legal + Risk Management Services
Title Assistant Corporate Secretary

STATE OF Iowa)
COUNTY OF Muscatine) SS:

On this 14th day of January, 2002, before me, a Notary Public in and for said county, appeared David W. Eaton, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he/she signed and delivered the document as his/her free and voluntary act for the uses and purposes therein set forth.

Angela J. Buess
Notary Public

{SEAL}

My Commission Expires: 11-16-03

