

4/11/02

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Form PTO-1595  
(Rev. 03/01)

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

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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):

ADVANCE MIXER, INC.

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

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: 4/10/2002

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

Name: Terex Advance Mixer, Inc.

Internal Address: \_\_\_\_\_

Street Address: 500 Post Road East

City: Westport State: CT Zip: 06880

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

## 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) \_\_\_\_\_

B. Patent No.(s) 5,676,460

Additional numbers attached? ☐ Yes ☐ No

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

Name: Robinson Silverman Pearce Aronsohn

Internal Address: Attn: Thomas J. Schell

Street Address: 1290 Avenue of the Americas

City: New York State: NY Zip: 10104

## 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: \_\_\_\_\_

DO NOT USE THIS SPACE

## 9. Signature.

Thomas J. Schell  
Name of Person Signing

Signature

4/11/2002  
Date

Total number of pages including cover sheet, attachments, and documents: 5

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

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PATENT  
REEL: 012822 FRAME: 0345

## ASSIGNMENT OF PATENT

**Whereas**, Daniel S. Biberstine, of Wolcottville, Indiana, Paul C. Ellingen, of Churubusco, Indiana, and Steven K. Igney, of Fort Wayne, Indiana, hereinafter referred to as patentees, did obtain a United States Patent for a Hinged Safety Rail for a Concrete Mixing Truck, Patent No. 5,676,460, dated October 14, 1997; and

**Whereas**, ADVANCE MIXER, INC. ("ASSIGNOR"), an Indiana corporation, of Fort Wayne, Indiana, by assignment, became and is now the sole owner of said Patent; and

**Whereas**, Assignor is currently a debtor-in-possession in cause No. 01-14899 currently pending before the United States Bankruptcy Court for the Northern District of Indiana, Fort Wayne Division; and

**Whereas**, TEREX ADVANCE MIXER, INC. ("ASSIGNEE"), a Delaware corporation, whose mailing address is 500 Post Road East, Westport, Connecticut 06880, is desirous of acquiring the entire right, title and interest in said Patent; and

**Whereas**, ASSIGNOR and Terex Corporation, a Delaware corporation, are parties to a certain Asset Purchase Agreement, dated as of March 13, 2002 (the "Purchase Agreement"); and

**Whereas**, by Order dated April 9, 2002, the Bankruptcy Court authorized Assignor to consummate the transactions contemplated by the Purchase Agreement; and

**Whereas**, by Assignment made as of the 9<sup>th</sup> day of April, 2002 (the "Terex Assignment"), Terex Corporation assigns to ASSIGNEE all of Terex Corporation's rights, obligations, interest and benefits under the Purchase Agreement (the "Interest"), and the ASSIGNEE thereby accepts the Interest and assumes and agrees to perform all of the terms, covenants and conditions on the part of Terex Corporation to be observed and performed under the Purchase Agreement;

**Now, therefore**, in consideration of the mutual promises contained in the Purchase Agreement and the Terex Assignment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR, by these presents does sell, assign and transfer unto said ASSIGNEE the entire right, title and interest in and to the said Patent aforesaid; the same to be held and enjoyed by the said ASSIGNEE for his own use and behoof, and for his legal representatives and assigns, to the full end of the term for which said Patent is granted, as fully and entirely as the same would have been held by ASSIGNOR had this assignment and sale not been made.

This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to principles of conflict of laws thereof.

Executed this 10<sup>th</sup> day of April, 2002.

ADVANCE MIXER, INC.

By: Thomas J. Laird  
 Thomas J. Laird  
 President and CEO

State of Indiana        )  
 County of Allen        ) SS:

Before me personally appeared said Thomas J. Laird and acknowledged the foregoing instrument to be his free act and deed this 10<sup>th</sup> day of April, 2002.

My Commission Expires:  
3 - 23 - 08

Robert L. Nicholson  
 Robert L. Nicholson (Notary Public)  
 Resident of Allen County, Indiana