

RE 1125102

Form PTO-1595
(Rev. 03/01)

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

Tab settings

11-29-2002



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

To the Honorable Commissioner of

ached original documents or copy thereof.

102296190

1. Name of conveying party(ies):
WEC Company, a Delaware corporation

2. Name and address of receiving party(ies)
Name: Standard Industries, Inc.

Internal Address:

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Street Address: 4230 14th Ave. NW

City: Fargo State: ND Zip: 58102

Execution Date: 7/31/02

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) 5,660,034

Document ID No. 102190544

Additional numbers attached? Yes No

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

Name: Maurice G. McCormick

Internal Address: Vogel Law Firm

Street Address: 502 1st Ave. North

P.O. Box 1389

City: Fargo State: ND Zip: 58107-1389

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed Paid - see attached confirmation
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature

Maurice G. McCormick

Name of Person Signing

Maurice G. McCormick
Signature

11-19-02
Date

Total number of pages including cover sheet, attachments, and documents: 10

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

PATENT
REEL: 013516 FRAME: 0552



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Fargo, ND 58102-4804

Reply to: P.O. Box 1389
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Tel: 701-237-6983

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Offices in Fargo & Bismarck

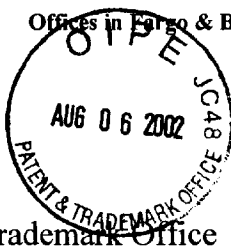
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Also Licensed in SD#

August 1, 2002



U.S. Patent and Trademark Office
2011 South Clark Place
Crystal Plaza Two, Room 1B03
Arlington, VA 22202



8.6.02

Re: Patent No. 5,660,034

Dear Sir/Madam:

Enclosed for filing with respect to the above-referenced United States Patent, please find an original plus one copy of an Assignment of Intellectual Property - Patents. Please return the copy to my attention after filing. Our firm check for \$25 is enclosed for fees, as well as a self-addressed, stamped envelope.

Please feel free to call should you have any questions.

Sincerely,

Sheri Heinisch
Sheri Heinisch
Paralegal

/sdh

Enclosure: As Stated

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08/14/2002 JJALLAH2 00000013 5660034

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40.00 OP

ASSIGNMENT OF INTELLECTUAL PROPERTY – PATENTS

This Assignment, effective this 31st day of July, 2002, is by and between WEC COMPANY, a Delaware corporation, having a place of business at 2606 South Illinois Route 2, Oregon, Illinois 61061 (hereinafter referred to as "ASSIGNOR") and Standard Industries, Inc., a North Dakota corporation, having its principal office at 4230 14th Avenue NW, Fargo, North Dakota 58102, (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR owns rights in a certain Letters Patent of the United States of America, said Letters Patent hereinafter being found and described in Schedule A attached hereto and made a part hereof, together with the inventions associated therewith and any patents issued thereon (hereinafter referred to as the "PATENT PROPERTIES"); and

WHEREAS, pursuant to the Asset Purchase Agreement, dated July 31, 2002 (hereinafter referred to as the "AGREEMENT") pertaining to the sale and purchase of certain assets of ASSIGNOR, including Trade Rights (as defined therein), ASSIGNOR has agreed, inter alia, to assign, and ASSIGNEE has agreed, inter alia, to acquire ASSIGNOR'S entire right, title and interest in, to and under the PATENT PROPERTIES or similar legal protection to be obtained therefor in the United States.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, intending to be legally bound, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby sell, assign and transfer to ASSIGNEE, its successors, assigns and legal representatives, ASSIGNOR'S entire right, title and interest in and to said PATENT PROPERTIES being found and described in Schedule A and improvements thereof in the United States of America, including all claims for past infringement, and to all Letters Patents or similar legal protection in the United States of America and its territorial possessions to be obtained for said PATENT PROPERTIES and all divisions, reexaminations, reissues, renewals, substitutions, continuations, continuations-in-part, and extensions thereof for the full

PATENT
REEL: 013516 FRAME: 0554

ASSIGNMENT OF INTELLECTUAL PROPERTY – PATENTS

term or terms for which the same may be granted, including, without limitation, all rights of priority, all rights to publish cautionary notices reserving ownerships of said inventions and all rights to file to register said inventions in appropriate registries.

ASSIGNEE hereby confirms, agrees to and accepts this Assignment.

**WEC COMPANY
ASSIGNOR**

By: Mark A. Miller
Name: MARK A. MILLER
Title: Vice President and Chief Financial Officer
Date: July 31, 2002

Sworn to and subscribed

before me this 31st day of July, 2002

Mary Molmen
Notary Public

**STANDARD INDUSTRIES, INC.
ASSIGNEE**

By: James J. Lepine
Name: JAMES J. LEPINE
Title: PRESIDENT
Date: 7-31-02

Sworn to and subscribed

ASSIGNMENT OF INTELLECTUAL PROPERTY – PATENTS

before me this 31st day of July, 2002

Mary Molmen
Notary Public

ASSIGNMENT OF INTELLECTUAL PROPERTY – PATENTS

SCHEDULE A – INTELLECTUAL PROPERTY

U.S. Patents

<u>PATENT NO.</u>	<u>ISSUE DATE</u>	<u>TITLE</u>
5,660,034	August 26, 1997	FOLDING ROOT CROP DEFOLIATOR

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By: James J. Lepine
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Title: PRESIDENT
Date: 7-31-02

Sworn to and subscribed

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