

01-31-2003

FORM PTO-1595
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)



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Patent and Trademark Office

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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): 1-29-03
John R. Bode
A. Keith Miller
Mark R. Vaughn
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Veritran, Inc.
Internal Address: _____

Street Address: P.O. Box 19006

City: Albuquerque State: NM ZIP: 87119-0006

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: November 12, 2002, and
December 2, 2002

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)
09/762,352

B. Patent No.(s)
6,497,634

Additional numbers attached? Yes No

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

Name: Rod D. Baker
Internal Address: Peacock, Myers & Adams,
P.C.

Street Address: P.O. Box 26927

City: Albuquerque State: NM ZIP: 87125

6. Total number of applications and patents involved: 2

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

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

13-4213

(Attach duplicate copy of this page if paying by deposit account)

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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.

Rod D. Baker
Name of Person Signing

[Signature]
Signature

January 23, 2003
Date

4

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

Mail documents to be recorded with required cover sheet information to:
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(Form PTO-1595—Recordation Form Cover Sheet [16-5]—page 1 of 3)

ASSIGNMENT OF INVENTION AND PATENT RIGHTS

Inventors: John R. Bode, A. Keith Miller, Mark R. Vaughn

Serial No.: 09/762,352

Filing Date: May 3, 2001

For valuable consideration received or to be received, and hereby acknowledged, John R. Bode of 1100 Warm Sands Drive, S.E., Albuquerque, New Mexico 87110, A. Keith Miller of 8700 Northridge, N.E., Albuquerque, New Mexico 87111, and Mark R. Vaughn of 8415 Ashton Place, N.E., Albuquerque, New Mexico 87111 (hereinafter referred to as "Inventors"), hereby sell, assign and transfer unto Veritran, Inc. of P.O. Box 19006, Albuquerque, New Mexico 87119-0006, its successors and assigns (hereinafter referred to as "Assignee"), the entire interest for the United States of America and all foreign countries, including all rights of priority under the international conventions and treaties, in and to a certain invention or improvement known as *Infinitely Variable Epicyclic Transmissions*, and described in an application filed in the United States Patent and Trademark Office on May 3, 2001, as Attorney Docket No. 30636-US, and given U.S. Patent Application Serial No. 09/762,352, which claims priority of Patent Cooperation Treaty Application Serial No. PCT/US99/17725 filed in the U.S. Receiving Office of the Patent Cooperation Treaty on August 5, 1999, which claims priority of U.S. Provisional Application Serial No. 60/095,596 filed in the United States Patent and Trademark Office on August 6, 1998, and in all Letters Patent of the United States and all foreign countries which may or shall be granted on said invention, or any parts thereof, or on said application, or on any provisional, utility, divisional, continuing, continuation-in-part, reissue, reexamination or other applications based in whole or in part thereon. And Inventors agree hereafter to execute all applications, amended specifications, deeds or other instruments, and to do all acts necessary or proper in Assignee's sole discretion to secure to Assignee the grant of Letters Patent in the United States and/or in other countries as Assignee may determine in its sole discretion, with specifications and claims in such form as shall be approved by Assignee's counsel, and to vest and confirm in Assignee the legal and equitable title and full use and benefit of all such patents.

Inventors further agree with Assignee that this Assignment covers all processes, specifications, procedures, techniques and other knowledge and information now or hereafter known to Inventors which are not in the public domain and which relate to the above-mentioned invention or improvement,

its manufacture, uses or embodiments, or other matters (the "Related Know-How"). Inventors agree to disclose or provide all Related Know-How to Assignee when discovered or upon request.

Inventors further covenant that Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to Inventors and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

Inventors' rights in the above-mentioned invention or improvement and Related Know-How and any patent application(s) and Letters Patent thereon have not been previously assigned, mortgaged or otherwise encumbered, and Inventors have full right, power and authority to assign all such rights to Assignee hereunder.

As used herein, the terms "Inventors" and "Assignee" shall include such parties and their heirs, administrators, estates, successors and assigns of every kind.

Inventors hereby authorize and request the Director of the United States Patent and Trademark Office, and all foreign countries' equivalent officials, to issue such Letters Patent as shall be granted on said application or applications based thereon to Assignee.

DATED this 12 day of November, 2002.

John R. Bode
John R. Bode

STATE OF NEW MEXICO)
COUNTY OF Bernalillo) ss.

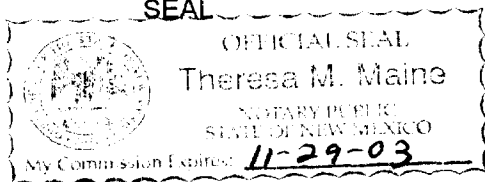
This instrument was acknowledged before me this 12 day of November, 2002, by John R. Bode.

Theresa M. Maine
Notary Public

My commission expires:

11-29-03

SEAL

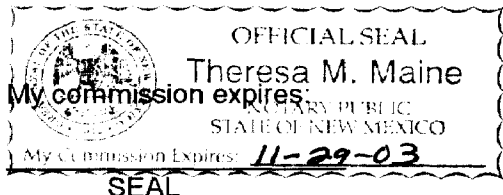


DATED this 1 day of November, 2002.

A. Keith Miller
A. Keith Miller

STATE OF NEW MEXICO)
) ss.
COUNTY OF Bernalillo)

This instrument was acknowledged before me this 12 day of November, 2002, by A. Keith Miller.



Theresa M. Maine
Notary Public

DATED this 2 day of December, 2002.

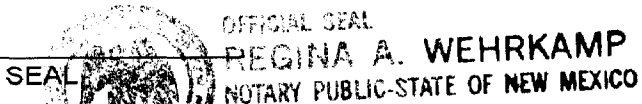
Mark R. Vaughn
Mark R. Vaughn

STATE OF NEW MEXICO)
) ss.
COUNTY OF Bernalillo)

This instrument was acknowledged before me this 2 day of December, 2002, by Mark R. Vaughn.

My commission expires:

Regina A. Wehrkamp
Notary Public



My commission expires: 1-3-2003

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