

ASSIGNMENT AND AGREEMENT

WHEREAS, **Christopher K. Yakes** of 995 Linden Oaks Drive, Oshkosh, Wisconsin 54904; **Jon J. Morrow** of 1224 Kampo Court, Neenah, Wisconsin 54956; **Duane R. Pillar** of 1733 Iowa Street, Oshkosh, Wisconsin 54902 and **Bradley C. Squires** of N5330 County Road D, New London, Wisconsin 54961; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **CONTROL SYSTEM AND METHOD FOR ELECTRIC VEHICLE** (Atty. Dkt. No. 061300-0247) for which an application for United States Letters Patent was filed on December 19, 2002 as Application No. 10/326,862, and for which a provisional application was earlier filed on December 21, 2001, as Provisional Application No. 60/342,292; and

WHEREAS, **Oshkosh Truck Corporation**, a corporation duly organized and existing under the laws of the State of Wisconsin, and having its principal place of business at 2307 Oregon Street, Oshkosh, Wisconsin 54901 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified applications and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a

