FORM PTO-1595 (modified)

05-01-2003

U.S. DEPARTMENT OF COMMERCE

(Rev 6-93)

RECC



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Patent and Trademark Office

102435787

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):

4.30.03

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

Bradley C. Squires

Oshkosh Truck Corporation 2307 Oregon Street Oshkosh, Wisconsin 54901

Additional conveying party(ies)

NO

3. Nature of conveyance:

ASSIGNMENT

**Execution Date:** 

4/10/03

(by inventor Bradley C. Squires)

Additional name(s) & address(es) attached?

4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

A. Patent Application Number(s):

B. Patent Number(s):

10/326,862

Additional numbers attached? NO

5. Name and address of party to whom correspondence

6. Total number of applications/patents involved: 1

concerning document should be mailed:

7. Total fee (37 C.F.R. § 3.41):

\$40.00

David G. Luettgen FOLEY & LARDNER

Suite 3800

777 East Wisconsin Avenue

Milwaukee, Wisconsin 53202-5306

Check Enclosed X

Charge to deposit account

8. Deposit account number:

06-1447

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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. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above Identified deposit account.

David G. Luettgen

4/75/03

Name of person signing

Date

30/2003 LINETLER 00000176 10326862

FE:8021

40.00 total number of pages including cover sheet, attachments, and document: 6

001.1406517.1

## 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

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country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of Foley & Lardner the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of Foley & Lardner do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this	day of	, 2003.
		CHRISTOPHER K. YAKES
State of	)	
County of	) ss. )	
	d that he signed, sea	2003, before me, a notary public in and for said county, appeared to me to be the same person whose name is subscribed to the foregoing aled, and delivered the said instrument as his free and voluntary act for
		Notary Public
(Seal)		My Commission Expires:

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I this day o	
	JON J. MORROW
)	
) ss.	
)	
personally known to me that he signed, sealed,	, 2003, before me, a notary public in and for said county, appeared JON to be the same person whose name is subscribed to the foregoing instrument, and delivered the said instrument as his free and voluntary act for the uses and
	Notary Public
-	day of)

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Executed this	_ day of, 2003.
	DUANE R. PILLAR
State of	)
And the second s	) ss.
County of	_ )
DUANE R. PILLAR, who is personally	, 2003, before me, a notary public in and for said county, appeared known to me to be the same person whose name is subscribed to the foregoing lat he signed, sealed, and delivered the said instrument as his free and voluntary act for rth.
	Notary Public
(Seal)	My Commission Expires:

Executed this $10$ day of $2003$ , 2003.	
State of Wingson ()	lles (Squires BRADLEY COSQUIRES
State of <u>kipconsun</u> ) ss.  County of <u>kiprebago</u> )	
On this /O day of, 2003, before me, a notal BRADLEY C. SQUIRES, who is personally known to me to be the same persor instrument, and he acknowledged that he signed, sealed, and delivered the sathe uses and purposes therein set forth.	Whose harre to consent to the foregoing
	Loui R. Mostrey Notary Puppic
(Seal)	My Commission Expires: Juneary 18 3009

**RECORDED: 04/30/2003**