

Form PTO-1596 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼	RECORDATION FORM COVER SHEET PATENTS ONLY	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office						
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.								
1. Name of conveying party(ies): <p style="text-align: center;">EIMCO LLC</p> Additional names(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>DBT America Inc.</u> Internal Address: _____ _____ _____ Street Address: <u>2045 West Pike Street</u> _____ City: <u>Houston</u> State: <u>PA</u> Zip: <u>15342</u> _____ Additional names(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>09/08/2003</u>	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) <u>6070944</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Eileen Visco, Esq.</u> Internal Address: _____ _____ _____ Street Address: <u>Coudert Brothers</u> <u>1114 Avenue of the Americas</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10036</u>	6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 3.41).....\$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <p style="text-align: center;">50-1434</p> (Attached duplicate copy of this page if paying by deposit account)							
DO NOT USE THIS SPACE								
9. Statement and signature. <i>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.</i> <table style="width: 100%;"> <tr> <td style="width: 30%;"><u>EILEEN C. VISCO, ESQ.</u></td> <td style="width: 40%; text-align: center;"><u>E. Visco</u></td> <td style="width: 30%; text-align: right;"><u>December 8, 2003</u></td> </tr> <tr> <td style="text-align: center;">Name of Person Signing</td> <td style="text-align: center;">Signature</td> <td style="text-align: center;">Date</td> </tr> </table> Total number of pages including cover sheet, attachments, and documents: <u>4</u>			<u>EILEEN C. VISCO, ESQ.</u>	<u>E. Visco</u>	<u>December 8, 2003</u>	Name of Person Signing	Signature	Date
<u>EILEEN C. VISCO, ESQ.</u>	<u>E. Visco</u>	<u>December 8, 2003</u>						
Name of Person Signing	Signature	Date						

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

ASSIGNMENT

This Assignment (the "Assignment") is executed as of this 8th day of September, 2003, by EIMCO LLC, a Delaware limited liability company, with an address at P.O. Box 1100, 1712 Coal Heritage Road, Bluefield, West Virginia 24701-1100 ("Assignor"), and delivered to, and in favor of, DBT America Inc., a Pennsylvania corporation with offices at 2045 West Pike Street, Houston, Pennsylvania 15342-1010 ("Assignee").

Recitals:

WHEREAS, Assignor is the owner of record for the patents and patent applications as set forth in Schedule 1.1 hereto (the "Property"); and

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated of even date herewith; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell all right, title and interest in and to the Property and Assignee has agreed to acquire all right, title and interest in and to the Property.

NOW, THEREFORE, the Assignor, intending to be legally bound hereby, and pursuant to the terms of the Purchase Agreement, agrees as follows:

1. Assignment. Subject to the terms of the Purchase Agreement, Assignor does hereby sell, transfer, convey, set over, assign and deliver to Assignee, and its successors and assigns, the Property, together with all of Assignor's right, title and interest therein and thereto, to have and to hold the same, together with all rights pertaining thereto unto Assignee, its successors and assigns, to its and their use and enjoyment, to the end of the terms for which the said Property has been or will be granted, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made; together with all claims by Assignor for damages by reason of past infringement of the patents, with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.
2. Successors and Assigns. This Assignment and the covenants, warranties and agreements herein set forth shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.
3. Headings. Headings herein are provided for the convenience of reference only and shall not be deemed to constitute a part hereof.
4. Governing Law. This instrument shall be governed by and construed and enforced in accordance with the internal laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law provisions.

Schedule 1.1**United States**

Title	Pat. No.
Mining Machine Having Stabilizing Apparatus and Stabilizing Apparatus	6,578,926
Spring Applied Hydraulic Release Brake	6,371,255
Phasing Valve Assembly for Supplying Water to a Mining Machine Cutter Drum	6,070,944
Conveyor Lift and Service Shoe Assembly	6,036,276
Method and Apparatus for Suppressing Dust and Frictional Ignition on a Continuous Mining Machine	5,507,565
Method and Apparatus for Collecting and Removing Dust on a Mining Machine	5,253,925
Underground Mining System	5,265,941
Twin Scrubber & Air Diffuser for a Continuous Miner & Method of Ventilation	5,188,427
Continuous Mining Machine With a Boom Assembly Providing Different Cutting Heights	5,102,199
Drum Assembly for a Continuous Miner	5,143,423
Vane Type Conveyor for a Mining Machine Drum	5,120,112
Mining Machine with Cascading Conveyor System	5,190,352
Fiber Optic Remote Control System Used on a Continuous Miner with Fiber Optic Cable Extending into a Water Hole	5,295,733
Continuous Miner with Duct Assembly	5,104,194
Redundant Remote Control System Used on a Continuous Miner	5,110,189
Mining Machine with Roof Bolting Apparatus	4,953,914
Continuous Miner with Duct Assembly	5,082,331
Continuous Miner	4,840,432
Continuous Miner (CIP)	4,936,632
Mining Machine with Roof Bolting Apparatus	4,753,486
Material Gathering Device for a Mining Machine	4,641,888
Drive Assembly for Mining Machine Cutter Drum	4,582,363
Mining Machine Loading Bin Mounted on Boom Structure and Method	4,380,354

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by
Assignor as of the date first set forth above.

EIMCO LLC

By: Darryl F. Mills
Name: DARREYL F. MILLS
Title: PRESIDENT

State of WV :
County of Mercer :

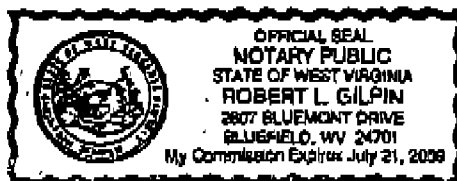
ss:

On this 8th day of September, 2003 before me personally came

Darryl F. Mills to me known, who being duly sworn, did depose and say that s/he is
President of EIMCO LLC and that s/he executed the above assignment on behalf of said
company with authority to do so.

Robert L. Gilpin
Notary Public

[NOTARIAL SEAL]



Patent Assignment