



07-07-2003



6-30-03 RECO

102488650 PATENT ONLY

T Att'y Dkt. No. 082380-00537

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Frank S. Nickel Martin A. Williams</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: <u>The Charles Machine Works, Inc.</u> Address: <u>1959 West Fir Avenue</u></p>
<p>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 _____</p> <p>Execution Date: <u>02/21/03 and 06/23/03</u></p>	<p>City: <u>Perry</u> State: <u>Oklahoma</u> Zip: <u>73077-0066</u></p> <p>Additional names(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

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: _____

<p>A. Patent Application No(s). <u>10/365,596</u></p>	<p>B. Patent No(s).</p>
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Additional numbers attached? Yes No

<p>5. Name/address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Lawrence F. Grable, Esquire</u> Address: <u>McKinney & Stringer, P.C.</u> <u>Corporate Tower</u> <u>101 North Robinson, Suite 1300</u> City: <u>Oklahoma City</u> State: <u>Oklahoma</u> Zip: <u>73102-5504</u> Phone: <u>405/272-1906</u> Fax: <u>405/239-7902</u></p>	<p>6. Total no. of applications and patents involved [<u>1</u>]</p> <p>7. Total fee (37 C.F.R. 3.41) <u>\$40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account. <u>13-2493</u></p> <p>8. Deposit Account Number <u>13-2493</u> (Attach triplicate of this page if paying by deposit account)</p>
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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.

Lawrence F. Grable [Signature] June 26, 2003
Name of person signing Signature Date

Total number of pages including cover sheet [4]

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ASSIGNMENT

WHEREAS Frank S. Nickel, an individual residing at 806 Wakefield, Perry, Oklahoma 73077 and Martin A. Williams, and individual residing at 6354 South 30th West Avenue, Tulsa, Oklahoma 74132 (hereinafter referred to as ASSIGNORS), have invented and own a certain invention entitled: ELECTRONICALLY CALIBRATED BEACON FOR A HORIZONTAL DIRECTIONAL DRILLING MACHINE, for which application for Letters Patent of the United States has been executed on even date herewith; and

WHEREAS The Charles Machine Works, Inc., an Oklahoma corporation having a principal place of business at 1959 West Fir Avenue, Perry, Oklahoma 73077-0066 (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that for good and sufficient consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sell, assign and transfer to ASSIGNEE the full and exclusive right, title and interest to said invention in the United States and its territorial possessions and in all foreign countries, including the right to claim priority under any applicable provisions of the International Convention and the Patent Cooperation Treaty and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal, extension, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;

ASSIGNORS 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 ASSIGNORS 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 representatives 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.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 21st day of February, 2003.

Frank S. Nickel
Frank S. Nickel

STATE OF OKLAHOMA)
) ss.
COUNTY OF NOBLE)

The foregoing was acknowledged before me, a Notary Public, on the 21st day of February, 2003, by Frank S. Nickel.

Kim A. Payne
NOTARY PUBLIC

My Commission Expires:
12/31/04

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 23 day of JUNE, 2003.

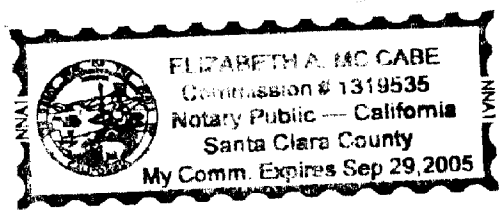
Martin A. Williams
Martin A. Williams

California
STATE OF ~~OKLAHOMA~~)
) ss.
COUNTY OF Santa Clara)

The foregoing was acknowledged before me, a Notary Public, on the 23 day of June, 2003, by Martin A. Williams.

Elizabeth A. McCabe
NOTARY PUBLIC

My Commission Expires:
Sept. 29, 2005



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