

08-19-2003

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102528045

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**Submission Type**

- New
  - Resubmission (Non-Recordation)
  - Correction of PTO Error
  - Corrective Document
- Document ID # \_\_\_\_\_  
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**Conveyance Type**

- Assignment
- License
- Merger
- Security Agreement
- Change of Name
- Other: \_\_\_\_\_

**Conveying Party(ies)**

1. KMC Enterprises, Inc.
- 2.
- 3.
- 4.
- 5.
- 6.

**Execution Date(s)**

July 24, 2003

8-15-03

Mark if Additional Names of Conveying Parties Attached

**Receiving Party**

Name E.D. Etnyre & Co.  
 Name \_\_\_\_\_  
 Address 1333 South Daysville Road  
 Address \_\_\_\_\_  
 Address Oregon Illinois 61061  
 City State/Country Zip Code

Mark if Additional Names of Receiving Parties Attached

**Correspondent Name and Address**

Andrew J. Heinisch  
 Leydig, Voit & Mayer, Ltd.  
 6815 Weaver Road, Suite 300  
 Rockford, Illinois 61114-8018

Telephone: (815) 963-7661  
 Facsimile: (815) 963-7664  
 Attorney Docket No. 502001

**Pages** Enter the total number of pages of the attached conveyance document including any attachments: 5

**Application Number(s) or Patent Number(s)**

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Numbers		Patent Numbers	
10/235,871	10235871		

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number *only* if a U.S. Application Number has not been assigned.

08/18/2003 DBYRNE 0000026 121216 10235871  
01 FC:8021 40.00 DA

PCT	PCT	PCT
PCT	PCT	PCT

**Number of Properties** Enter the total number of properties involved: 1

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$40.00

Method of Payment:

- Enclosed is a check in the amount of \_\_\_\_\_
- Charge Deposit Account No. 12-1216

Authorization to Charge Additional Fees to Deposit Account No. 12-1216:  Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Andrew J. Heinisch, 43666		August 12, 2003
Name of Person Signing	Signature	Date

**PATENT**

Attorney Docket No. 502001

Leydig, Voit & Mayer, Ltd.  
6815 Weaver Road  
Suite 300  
Rockford, Illinois 61114-8018

**ASSIGNMENT**

**WHEREAS**, KMC Enterprises, Inc., of 4111 East 37<sup>th</sup> Street North, Wichita, Kansas 67201-2256, a corporation of Delaware, (hereinafter referred to as Assignor), is part owner a certain invention entitled:

**ROADWAY PAVING SUPPLY TRUCK**

for which invention an application (provisional or non-provisional) was executed for a U.S. patent, which was filed on September 4, 2002, under U.S. Application No. 10/235,871, and

**WHEREAS**, E.D. Etnyre & Co., of 1333 South Daysville Road, Oregon, Illinois 61061 (hereinafter referred to as Assignee), a corporation of Illinois, is desirous of acquiring the entire domestic and foreign right, title, and interest in and under the invention claimed in the patent application.

**NOW, THEREFORE**, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Assignor assigns and transfers to the Assignee and the Assignee's legal representatives, successors and assigns its entire interest in the rights in and to the invention in the U.S. and every foreign country and the entire right, title, and interest in and to the patent application and other similar applications having claims directed solely at the supply truck (e.g., provisional applications, non-provisional applications, continuations, continuations-in-part, divisionals, reissues, reexaminations, National phase applications, including petty patent applications, and utility model applications) that may be filed in the United States and every foreign country on the invention, and the patents, extensions, or derivations thereof, both foreign and domestic, that may issue thereon, and we do hereby authorize and request the Commissioner of Patents to issue U.S. patents to the above-mentioned Assignee agreeably with the terms of this assignment document.

**UPON SAID CONSIDERATION**, Assignor conveys to the Assignee its interest in the right to make application in its own behalf for protection of the invention in the U.S. and countries foreign to the U.S. and to claim under the Patent Cooperation Treaty, the International Convention and/or other international arrangement for any such application the date of the U.S. application (or any other application on the invention) to gain priority with respect to other applications.

**ASSIGNOR DOES HEREBY COVENANT** and agree with the Assignee that it will not execute any writing or do any act whatsoever conflicting with the terms of this assignment document set forth herein, and that Assignor will at any time upon request, without further or additional consideration, but at the expense of the Assignee, execute such additional assignments and other writings and do such additional acts as the Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this assignment, and render all necessary assistance in making application for and obtaining original, continuation, continuation-in-part, divisional, reissued, reexamined, and National phase patents of the U.S. or of any and all

**PATENT**

**REEL: 014389 FRAME: 0174**

In re Appln. of James J. Barnat et al.  
Application No. 10/235,871

foreign countries on the invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, and by executing statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of all parties hereto.

**IN WITNESS WHEREOF**, Assignor has caused one of its officers to hereunder set his hands on the date shown below.

KMC Enterprises, Inc.

Date 7/24/03

*B. J. Mateska* *PAT*  
Name BRIAN J. MATESKA

Title VP - TECHNICAL