

FORM PTO-1595
1-31-92

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

PATENTS ONLY

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

1. Name of conveying party(ies):
McClain Industries, Inc.

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: Clean Earth Kentucky, LLC

Internal Address: _____

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: August 1, 2003

Street Address 200 Ladish Road

City: Cynthiana State: KY ZIP: 43031

Additional name(s) & address(es) attached? Yes No

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)

6,312,209 B1
6,547,505
6,485,884 B1

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence
Concerning document should be mailed:
Name: Edwin R. Acheson, Jr.

Internal Address: FROST BROWN TODD LLC

Street Address: 2200 PNC CENTER
201 East Fifth Street
City: Cincinnati State: OH ZIP: 45202

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).... \$ 120.00
 Enclosed
 Authorized to be charged to deposit account

06-2226
8. Deposit Account Number

(Attach duplicate copy of this page if paying by deposit
count)

DO NOT USE THIS SPACE

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.

Edwin R. Acheson, Jr. 31,808
Name of Person Signing, Registration Number

Edwin R. Acheson, Jr.
Signature

4/2/04
Date

Total number of pages including cover sheet,
attachments, and document

CH \$120.00 062226 6312209

ASSIGNMENT OF PATENTS

THIS ASSIGNMENT is made as of August 1, 2003, from **McCLAIN INDUSTRIES, INC.**, a Michigan corporation ("Assignor"), whose address is 500 Sherman Street, Galion, OH 44833-4895, to **CLEAN EARTH KENTUCKY, LLC**, a Kentucky limited liability company ("Assignee"), whose address is 200 Ladish Road, Cynthiana, KY 43031.

RECITALS:

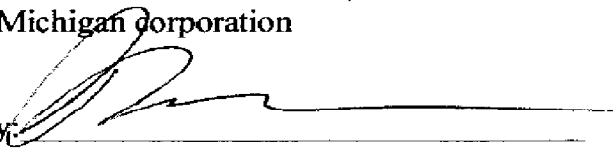
- A. Assignor is the owner of record of the patents (the "Patents") listed on Schedule A;
- B. Assignee desires to acquire all of Assignor's entire right, title and interest in and to the Patents, and all inventions disclosed and claimed in the Patents.
- C. Assignor desires to transfer to Assignee Assignor's rights in the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

- 1. Assignor does hereby sell, assign, transfer, convey, and set over unto Assignee all rights, title and interest in and to the Patents and the inventions disclosed, described and claimed therein, any reissues of the Patents, to be held and enjoyed by the Assignee for its own use and enjoyment and the use and enjoyment of its heirs, successors, assigns and legal representatives to the end of the term for which each of the Patents was or will be granted or reissued, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment, sale, conveyance, and transfer had not been made.
- 2. Assignor further covenants and agrees that it shall, at any time, upon request, at Assignee's expense, testify in any legal proceeding, execute and deliver any agreement, document, certificate or instrument, and generally do all that is possible or that may be necessary or desirable to perfect the title to the Patents in the Assignee, its heirs, successors, assigns or other legal representatives.
- 3. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks ("Commissioner") to record this Assignment.
- 4. This Assignment and all rights granted herein shall inure to the benefit of the heirs, successors, and assigns of Assignee.
- 5. This Assignment shall be construed and enforced pursuant to the laws of the United States and of the State of Ohio, as applicable.


IN WITNESS WHEREOF, Assignor has caused this Assignment of Patents to be executed by its duly authorized representative as of the day and year first above written.

McCLAIN INDUSTRIES, INC.
a Michigan corporation

By: 
Kenneth D. McClain, President

STATE OF MICHIGAN)
) ss.:
COUNTY OF MACOMB)

On August 1, 2003, before me personally came Kenneth D. McClain, to me known, who being sworn, did depose and say that he is the President of McClain Industries, Inc., a Michigan corporation, the corporation described in and which executed the within ASSIGNMENT OF PATENTS, and that he signed his name in such capacity by order of the Board of Directors of said corporation.


Notary Public, Macomb County **MARILYN J. CULLINAN**
My commission expires: **NOTARY PUBLIC MACOMB CO., MI**
MY COMMISSION EXPIRES Sep 8, 2008

SCHEDULE A

| Number | Issue Date | Assignee | Description | Initial Product Used On |
|---------------|-------------------|--------------------|---|--------------------------------|
| 6,312,209B1 | 11/06/2001 | McClain Industries | <u>Hydraulic System and method of Operating Same</u> | |
| 6,547,505 | 04/15/2003 | McClain Industries | <u>Hydraulic system and method of operating same</u> | Front Loader |
| 6,584,884 B1 | 07/01/2003 | McClain Industries | Integral Valve-Cylinder Assembly and Fork Positioning | Front Loader |