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| •                           | SEP 2 9 2003 10-01   | 9-2003   |
|                             |  | U.S. DEPARTMENT OF<br>COMMERCE<br>571756<br>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): つく・こく・いろ<br>James O. Caron; Scott F.P. Caron  | 2. Name and address of receiving party(ies) Name: Caron Compactor Company Address: 809 Sylvan, Suite 500   |
| ·                           | Additional name(s) of conveying party(ies) attached? Yes No<br>3. Nature of conveyance:  | Modesto, California 95350  |
|                             | Assignment     Merger     Security Agreement     Change of Name     Other:   |  |
|                             | Execution Date: May 27, 2003; May 27, 2003   | Additional name(s) & address(es) attached? ☐ Yes   |
|                             | 4. Application number(s) or patent number(s):<br>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)   |
|                             | 10/427,012, filed April 30, 2003   |  |
|                             | Additional numbers attached?  Yes  No  |  |
|                             | <ol><li>Name and address of party to whom correspondence<br/>concerning document should be mailed:</li></ol>   | 6. Total number of applications and patents involved: 1  |
|                             |  | 7. Total fee (37 CFR 3.41)\$ <b>40.00</b>  |
|                             | Name: Donald N. Macintosh<br>Address: Law Offices of Donald N. Macintosh   | Enclosed     Mathorized to be charged to deposit account   |
|                             | 180 Montgomery Street<br>Suite 600<br>San Francisco, CA 94104  | 8. Deposit account number: <b>50-2669</b><br>Our Order No.: <b>A-68168-2/DNM</b>   |
|                             |  | Please debit any underpayment or credit any overpayment to the above deposit account.<br>(Attach duplicate copy of this page if paying by deposit account) |
|                             | DO NOT USE THIS SPACE  |  |
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|                             | 9. Statement and signature.<br>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.<br>Donald N. MacIntosh<br>Reg. No. 20,316<br>Name of Person Signing Signature Date |  |
| -                           | Total number of pages including covers   | sheet, attachments, and documents: 5   |
| 0/08/2003 ECO<br>01 FC:0021 | COEP ADDALLOR SADELO IAASTAL Commissioner of Patents & T   | required cover sheet information to:<br>Trademarks, Box Assignments<br>, D.C. 20231  |
|                             | )  |  |
|                             |  |  |

PATENT REEL: 014561 FRAME: 0123

## ASSIGNMENT

WHEREAS, the undersigned,

(1) JAMES O. CARON; (2) SCOTT F. P. CARON; (hereinafter termed "Inventors"), residents of: (1) Modesto, California; (2) Salida, California; respectively, Counties of (1) Stanislaus; (2) Stanislaus; respectively, States of (1) California; (2) California; respectively, have invented certain new and useful improvements in FILL AND COMPACTION ROLLER USING REPLACEABLE CLEAT ASSEMBLIES WITH EXTENDED SERVICE LIFE and have executed concurrently herewith an application for a United States patent disclosing and identifying the invention; and

WHEREAS, <u>CARON COMPACTOR COMPANY</u>, a corporation of the State of <u>California</u>, having a place of business at <u>809 Sylvan, Suite 500, Modesto, CA 95350</u>, State of <u>California</u>, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and

any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith. -2-

## PATENT REEL: 014561 FRAME: 0125

## IN WITNESS WHEREOF, the said Inventors have executed and delivered this

instrument to said Assignee this

| (1) <u>/514</u> day of <u>MAY</u> | _, 2003; (2) 27th day of MAY 2003, |
|-----------------------------------|------------------------------------|
| 20, respectively.                 | (1) from from<br>James O. Caron    |
| County of Stan's aus              |                                    |
|                                   | ()) ss.                            |
| State of California               | .)                                 |

On this 5<sup>th</sup> day of <u>May</u>, in the year <u>2003</u>, before me, <u>Mille Pimentel</u>, Notary Public of the State of <u>California</u>, personally appeared (1) <u>James D. Caron</u>, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal. Signature:

(Seal)

MICHELLE PIMENTEL Commission # 1308721 Notary Public - California Stanislaus County My Comm. Expires Jun 11, 2005

- 3 -

Scott F. P. Caron

County of STANISLAUS ,) ) ss. State of CALIFORNIA .)

On this <u>37</u> day of <u>\_\_\_\_\_\_</u>, in the year <u>2003</u>, before me, <u>\_\_\_\_</u> <u>Arritea Argg</u>, Notary Public of the State of <u>\_\_\_\_\_</u> <u>alleforma</u>, personally appeared (2) <u>Acott 7.1. Curve</u> personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he she executed the same in his her authorized capacity (bes), and that by his her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

na i.a.

Signature: (

(Seal)

