

02-17-2004



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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

2/17/04

To the Honorable Commission,

102669515

Attached original documents or copy thereof.

1. Name of conveying party(ies):  
Thomas M. Westhoff

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: 2/11/2004

2. Name and address of receiving party(ies)

Name: Glen C. Danielson

Internal Address: \_\_\_\_\_

Street Address: 5200 109 Avenue N.E.

City: Spicer State: MN Zip: 56288

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) 4,997,283

5,251,013 and 5,801,834

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Roberta L. Christensen

Internal Address: Koley Jessen P.C.

Street Address: One Pacific Place, #800

1125 South 103 Street

City: Omaha State: NE Zip: 68124-1079

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 3.41).....\$ 120.00

☒ Enclosed

☒ Authorized to be charged to deposit account

8. Deposit account number:

50-0771

DO NOT USE THIS SPACE

9. Signature.

02/17/2004 LINDLER 00000193 4997283

120.00 00

Roberta L. Christensen

Name of Person Signing

*Roberta L. Christensen*  
Signature

2/13/04  
Date

Total number of pages including cover sheet, attachments, and documents: 4

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

## PATENT RIGHTS TRANSFER AGREEMENT

THIS PATENT RIGHTS TRANSFER AGREEMENT is made and entered into effective this 11<sup>th</sup> day of Feb, 2004 (the "Effective Date"), by THOMAS M. WESTHOFF ("Westhoff") of Fredericksburg VA.

### RECITALS:

- A. Westhoff and Glen C. Danielson ("Danielson") entered into an Agreement dated January 9, 1989 (the "1989 Agreement"), pursuant to which Westhoff assigned, transferred and conveyed to Danielson all his right, title and interest in and to all ideas, inventions and/or copyrightable material which arose out of an electronic vehicle frame analyzer project (the "Project").
- B. The 1989 Agreement further provided that Westhoff would execute all patent applications and assignments necessary or desired by Danielson to secure and enjoy the full benefits thereof.
- C. Westhoff and Danielson subsequently applied for and received three patents (the "Patents") on the inventions arising out of the Project (the "Inventions"). The Patents are described in Exhibit "A".
- D. Danielson has requested that Westhoff assign his right, title and interest in and to the Patents.

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

1. Assignment of Patent Rights. Westhoff hereby sells, assigns and transfers to Danielson, his successors and assigns, Westhoff's entire right, title and interest, together with all rights of priority, in and to the following (collectively the "Patent Rights"):

- a. The Patents and the Inventions described therein.
- b. Any patent on the Inventions that may be granted in the United States or in any foreign countries, including each patent granted on any application that is a division, substitution, or continuation of an application.
- c. Any issues or reissues of the Patents, whether already granted or to be granted.
- d. All claims for damages arising out of or relating to past or continuing infringements of the Patents, if any, with the right to sue for and collect such damages.

2. Representations. Westhoff hereby represents and warrants as follows:

- a. In executing this Agreement, he intends to assign all of his right, title and interest in any patents that cover the Inventions, as well as their manufacture or use. He has no knowledge of any United States or published or unpublished foreign filings in which he may have an interest that claim the Inventions or any improvement thereto other than those that are specified in Exhibit "A".
- b. The assignment of the Patent Rights to Danielson does not and will not violate any agreement or arrangement to which he is a party or to which he is subject. He has not granted any rights or interests in the Patent Rights to any third party.
- c. He has not developed any inventions arising out of the Project that are not described in one of the Patents.

3. Further Assurances. Westhoff hereby covenants that he has full right, power and authority to convey the right, title and interest herein assigned, and that he has not and will not execute any document in conflict herewith. Westhoff further covenants that, when requested, he will, without charge to Danielson, execute all documents and take all such further actions as may be necessary, desirable or convenient to enable Danielson to obtain, maintain and enforce said right, title and interest in any and all countries.

Thomas M. Westhoff  
THOMAS M. WESTHOFF

STATE OF Virginia )  
COUNTY OF Prince William ) SS.

Before me personally appeared said Thomas M. Westhoff and acknowledged the foregoing Patent Rights Transfer Agreement to be his free act and deed this 11 day of Feb 2004, 2004.

Brenda M. Pack  
Notary Public

My commission expires 1-31-2007

**EXHIBIT "A"****PATENTS**

<b>TITLE</b>	<b>ISSUE DATE</b>	<b>PATENT NO.</b>
Vehicle Straightener Measuring Unit, Measuring Apparatus Reliant on Reflected Beams, and Source, Targets and Method	3/5/91	4,997,283
Vehicle Straightener Measuring Unit, Measuring Apparatus Reliant on Reflected Beam(s), and Source, Targets and Method	10/5/93	5,251,013
Vehicle Straightener Measuring Unit, Measuring Apparatus Reliant on Reflected Beam(s), and Source, Targets and Method	9/1/98	5,801,834

226862.5

**RECORDED: 02/17/2004****PATENT  
REEL: 014964 FRAME: 0770**