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U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

HDP Docket No. 7382-000054

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

1. Name of conveying party(ies): Ronald L. ELLIOTT

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

2. Name and address of receiving party(ies)

Name: Warn Industries, Inc.

Internal Address:

Street Address:

13270 S.E. Pheasant Court

City: Milwaukie State: OR Zip: 97222

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: January 14, 2004

4. Application number(s) or patent number(s): 29/198774

If this document is being filed together with a new application, the execution date of the application is: January 14, 2004

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Ryan W. Massey

Internal Address: Harness, Dickey & Pierce, P.L.C.

Street Address: P.O. Box 828

City: Bloomfield Hills State: MI Zip: 48303

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed, Authorized to be charged to deposit account

8. The Commissioner is hereby authorized to charge any additional fees that may be required or credit any overpayments to Deposit Account No. 08-0750. A duplicate copy of this sheet is enclosed.

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.

Ryan W. Massey Name of Person Signing

Signature

Date

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

Mail documents to be recorded with required cover sheet information to:

Director of the United States Patent and Trademark Office

P.O. Box 1450

Alexandria, VA 22313-1450

PATENT REEL: 014966 FRAME: 0307

U.S. PTO 22154 29/198774

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02/10/2004 WABDELRI 00000029 29198774 40.00 OP 02 FC:8021

ASSIGNMENT

Atty. Docket No. 7382-000054

WHEREAS, the undersigned, hereinafter referred to collectively as Assignor, has invented:

(design) WINCH

for which Assignor is about to make or has made United States or International application for patent

- (a) executed on even date preparatory to filing (each inventor should sign this Assignment on the same day as he/she signs the Declaration and Power of Attorney);
- (b) executed on _____, _____, _____;
- (c) filed on _____, and assigned Serial No. _____ or PCT International Application No. _____;
- (d) U.S. Patent No. _____, issued _____; or
- (e) entitled above and naming the undersigned inventors in this provisional patent application; and

WHEREAS, Warn Industries, Inc., an Oregon corporation, having a place of business at 13270 S.E. Pheasant Court, Milwaukie, OR 97222, hereinafter referred to as Assignee, is desirous of acquiring an interest therein:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, Assignor by these presents does sell, assign and transfer unto Assignee and its successors in interest, the full and exclusive right, title and interest in the United States of America and all foreign countries, including the right to claim priority under the laws of the United States, the Paris Convention, and any foreign countries, to the said invention as described in the aforesaid application, said application for patent and all Letters Patent therefor to be held and enjoyed by Assignee to the full end of the term for which said Letters Patent are granted and any extensions thereof as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made, and the right to recover for past infringements of, or liabilities for, any of the rights relating to any of said applications or patents resulting therefrom;

Assignor hereby covenants and agrees to execute all instruments or documents required or requested for the making and prosecution of any applications of any type for patent in the United States and in all foreign countries including, but not limited to, any provisional, continuation, continuation-in-part, divisional, renewal or substitute thereof, and as to letters patent any reissue, re-examination, or extension thereof, and for litigation regarding, or for the purpose of protecting title and to the said invention, the United States application for patent, or Letters Patent therefor, and to testify in support thereof, for the benefit of Assignee without further or other compensation than that above set forth;

Assignor hereby covenants that no assignment, sale or agreement or encumbrance has been or will be entered into which would conflict with this Assignment; and

Assignor hereby requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States of America to Assignee, and requests that any official of any country or countries foreign to the United States, whose duty it is to issue or grant patents and applications as aforesaid, to issue said Letters Patent, Utility Model Registration or Inventor's Certificate to Assignee.

ASSIGNMENT

Assignor hereby authorizes my attorney to insert here in parentheses (Application No. _____, filed _____) the filing date and application number of said application when known.

Ronald L. Elliott
Ronald L. Elliott

1-14-04
Date