

**PATENT ASSIGNMENT**

Electronic Version v08  
 Stylesheet Version v02

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT				
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF ASSIGNOR'S INTEREST				
<b>CONVEYING PARTY DATA</b>					
<b>Name</b>	<b>Execution Date</b>				
Jason W. Hardman	2002-06-19				
<b>RECEIVING PARTY DATA</b>					
<b>Name</b>	<b>Street Address</b>	<b>Internal Address</b>	<b>City</b>	<b>State/Country</b>	<b>Postal Code</b>
WC MANUFACTURING	4901 West 2100 South		Salt Lake City	UTAH	84120
<b>PROPERTY NUMBERS Total: 1</b>					
<b>Property Type</b>	<b>Number</b>				
Application Number	10350394				
<b>CORRESPONDENCE DATA</b>					
FAX NUMBER: 6023826070 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> When the customer number has been provided, the Office of Public Records will obtain the correspondence data from the official record on file at the USPTO. CUSTOMER NUMBER: 020322					
<b>NAME OF PERSON SIGNING:</b>	Shahpar Shahpar				
<b>DATE SIGNED:</b>	2004-08-30				
Total Attachments: 4 source=Assign1.tif source=Assign2.tif source=Assign3.tif source=Assign4.tif					

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## ASSIGNMENT AND NON-COMPETE AGREEMENT

This ASSIGNMENT AND NON-COMPETE AGREEMENT (the "Agreement"), is made as of June 17, 2002 (the "Effective Date"), by and between WC MANUFACTURING, a Utah corporation (the "Company"), and Jason W. Hardman, an individual (the "Hardman").

### RECITALS

WHEREAS, Hardman is currently engaged or employed by the Company;

WHEREAS, Hardman's position with the Company is a position of trust and confidence which allows Hardman access to confidential, proprietary and other information provided to Hardman solely for use in a manner consistent with the best interests of the Company and consistent with Hardman's duty of loyalty;

WHEREAS, Hardman has certain rights in and to invention(s) relating to certain new and useful improvements described in that certain Provisional Patent Application filed on May 6, 2002 by Jason W. Hardman and Craig R. Scharp; Registration No. 33, 263; Docket Number 2251JHAR.PR, all as set forth on Annex A (the "Provisional Patent"); and

WHEREAS, for Hardman's continued engagement by the Company, Hardman desires to assign all rights, title, and interest Hardman has to the Provisional Patent to the Company.

### AGREEMENT

NOW THEREFORE, in consideration of the premises, the mutual promises and covenants of the parties set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WC Manufacturing and Hardman, intending to be legally bound, agree as follows:

1. Assignment.

(a) Hardman has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Company, its successors, legal representatives, and assigns the entire right, title, and interest in and to the Provisional Patent and the invention(s) described therein, the right to file applications on said invention(s) for Letters Patent of the United States or other countries, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefore and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the Paris Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by Hardman had this sale and assignment not been made;

(b) Hardman hereby covenants and agrees to and with the Company, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, Hardman has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

(c) Hardman hereby covenants and agrees to and with the Company, its successors, legal representatives, and assigns that Hardman will, whenever counsel of the Company, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said invention(s) or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said invention(s) in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue

or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said invention(s), without charge to the Company, its successors, legal representatives, and assigns, but at the cost and expense of the Company, its successors, legal representatives, and assigns; and

(d) Hardman hereby requests the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Company, as the Company of said invention(s) and the Letters Patent to be issued thereon for the sole use and behalf of the Company, its successors, legal representatives, and assigns.

2. **Noncompetition.** For the period beginning on the Effective Date and ending on the later of the second anniversary hereof or the second anniversary of the termination of any consulting or other relationship between the Company (including its successors and assignments) and Hardman (the "Restriction Period"), Hardman and his affiliates will not, directly or indirectly, either as a joint venturer, partner, member, shareholder, owner, lender, director, adviser or consultant or in any similar capacity engage in the manufacture or production of grouser bars or bolt-on edge system products anywhere in the world (a "Competing Business").

3. **Protection of Information.** Hardman recognize and acknowledge that the Company's trade secrets and all other confidential and proprietary information of a business, financial or other nature, including without limitation, proprietary information of the Company, as it exists from time to time (collectively, "Confidential Information"), are valuable and unique assets of the Company and therefore agrees that, during the Restriction Period, he will not, and will use his best efforts to ensure that his employees, advisers, agents and consultants do not, disclose any Confidential Information concerning the Company and/or its subsidiaries or affiliates, to any person, firm, corporation, association or other entity, for any reason whatsoever, unless previously authorized in writing to do so by the Company. It is understood that Confidential Information shall not include any information that is or becomes generally available to the public other than as a result of an unauthorized disclosure by Hardman or that is disclosed by Hardman in accordance with the terms of a prior written consent of the Company. For the purpose of enforcing this provision, the Company may resort to any remedy available to it under the law.

4. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under any applicable law, then such provision will be deemed to be modified to the minimum extent necessary to render it legal, valid and enforceable.

5. **Waiver.** The waiver by a party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.

6. **Injunctive Relief.** Hardman acknowledges and agrees that the Company would be irreparably harmed by any violation of Hardman's obligations under Sections 1 - 3 hereof and that, in addition to all other rights or remedies available at law or in equity, the Company will be entitled to injunctive and other equitable relief to prevent or enjoin any such violation. The prevailing party in any litigation hereunder agrees to pay any and all reasonable costs and expenses, including attorneys' fees, incurred by the other party.

7. **Assignment.** Hardman may not assign this Agreement without the Company's prior written consent.

8. **Entire Agreement.** This Agreement embodies the complete agreement of the parties hereto with respect to the subject matter hereof and supersedes any prior written, or prior or contemporaneous oral, understandings or agreements between the parties that may have related in any way to the subject matter hereof. This Agreement may be amended only in writing executed by all of the parties hereto.

9. **Governing Law.** This Agreement and all questions relating to its validity, interpretation, performance and enforcement, shall be governed by and construed in accordance with the laws of the State of Utah.

10. **Notice.** Any notice required or permitted under this Agreement must be in writing and will be deemed to have been given when delivered personally or by overnight courier service or three days after being sent by mail, postage prepaid, at the last known address of each party.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

WC MANUFACTURING,  
a Utah corporation

By: Jeffrey A. Ipsen  
Its: SEC/TREAS

Jason W. Hardman  
Jason W. Hardman

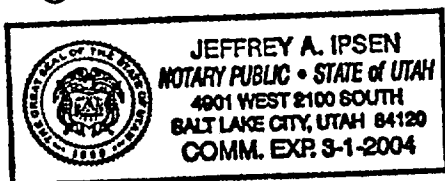
State of Utah            )  
                                  )            ss.  
County of Salt Lake    )

On June 19, 2002, before me, JEFFREY A. IPSEN, personally appeared Jason W. Hardman, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Jeffrey A. Ipsen  
Signature of Notary Public

Place Notary Seal Above



Annex A

Applications For Provisional Patent

Country	Title	Filing Date	Serial No.	Inventors
USA	Edge Attachment for the Bucket of Earth Moving Equipment	May 6, 2002	60/380,087	Jason W. Hardman Craig R. Scharp

*CP*  
*S.H.*