# PATENT ASSIGNMENT

# Electronic Version v08 Stylesheet Version v02

SUBMISSION TYPE:			NEW ASSIGNMENT					
NATURE OF CONVEYANCE:			ASSIGNMENT OF ASSIGNOR'S INTEREST					
CONVEYING PARTY DA	<b>Α</b> ΤΑ							
Name		Execution	Date	]				
WC Manufacturing 2002			2-06-24					
RECEIVING PARTY DA	TA							
Name	Street Address		Internal Address		City	State/Country	Postal Code	
Big Springs Investments, L.L.C.	5065 West 2100 South				Salt Lake City	UTAH	84120	
Application Number 10350394		10350394						
CORRESPONDENCE D	ATA 6070	10350394	nber					
Correspondence will be a When the customer num official record on file at the CUSTOMER NUMBER:	iber has been ne USPTO.		-			orrespondence dat	a from the	
NAME OF PERSON SIGNING:			Shahpar Shahpar					
DATE SIGNED:			2004-09-02					
DATE SIGNED:								

#### ASSIGNMENT

This ASSIGNMENT (the "Assignment"), is made as of June  $\underline{!!!}$ , 2002 (the "Effective Date"), by WC MANUFACTURING, a Utah corporation (the "Company"), in favor and for the benefit of BIG SPRINGS INVESTMENTS, L.L.C., a Utah limited liability company (the "BSI").

#### RECITALS

WHEREAS, the Company 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 <u>Annex A</u> (the "Provisional Patent"); and

WHEREAS, BSI will acquire the Acquired Assets of WC Manufacturing and assume the Assumed Liabilities of WC Manufacturing, pursuant to the terms of an Asset Purchase Agreement between BSI, WC Manufacturing, and the Shareholders, dated as of June  $(\underline{1}, 2002)$  (the "Asset Purchase Agreement"). Capitalized terms not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement; and

WHEREAS, the Company desires to assign all its rights, title, and interest in and to the Provisional Patent to BSI.

#### AGREEMENT

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

#### 1. Assignment.

(a) The Company has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto BSI, its successors, legal representatives, and assigns its 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 BSI, 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 the Company had this sale and assignment not been made;

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

(c) The Company hereby covenants and agrees to and with BSI, its successors, legal representatives, and assigns that the Company will, whenever counsel of BSI, 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

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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 BSI, its successors, legal representatives, and assigns, but at the cost and expense of BSI, its successors, legal representatives, and assigns; and

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

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

WC MANUFACTURING, a Utah corporation

Big Springs Investments, L.L.C., a Utah limited liability company

By

Name: Gregory A. Peterson Title: Manager and Member

State of Utah ) State of Utah ) Ss. County of Salt Lake ) On June  $2\frac{\sqrt{1}}{2002}$ , before me,  $2\frac{\sqrt{2}}{8}\frac{8}{10}\frac{0.0212}{5}$ , personally appeared Paul Campbell, President of WC Manufacturing, 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.

Signature of Notary Public 07 - 21- 201()



Place Notary Seal Above

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## Applications For Provisional Patent

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

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RECORDED: 09/08/2004