

Form **PTO-1595** (Rev. 06/04)
OMB No. 0651-0027 (exp. 6/30/2005)

U.S. Department of COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patents and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Lake Shore, Inc.

Execution Date(s) August 29, 2001

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

3. Nature of conveyance:

- ☒ Assignment
- ☐ Merger
- ☐ Security Agreement
- ☐ Change of Name
- ☐ Government Interest Assignment
- ☐ Executive Order 9424, Confirmatory License
- ☐ Other _____

2. Name and address of receiving party(les)

Name: Lake Shore Mining Company, Inc.

Internal Address: 1717 W. Civic Drive

Glendale, WI 53209

Street Address: 1717 W. Civic Drive

City: Glendale

State: WI

Country: U.S. Zip: 53209

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

4. Application number(s) or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

5,009,353

5,611,421

Additional numbers attached? ☐ Yes ☒ No

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

Name: Leslie S. Miller

Internal Address: 1000 North Water Street, Suite 2100

Milwaukee, WI 53202

Street Address: 1000 North Water Street

Suite 2100

City: Milwaukee

State: WI Zip: 53202

Phone Number : 414-298-8321

Fax Number: 414-298-8097

Email Address: lmiller@reinhartlaw.com

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00

- ☐ Authorized to be charged by credit card
- ☒ Authorized to be charged to deposit account
- ☐ Enclosed
- ☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 18-0882

Authorized User Name Leslie S. Miller

9. Signature :


Signature

October 19, 2004

Date

Leslie S. Miller

Total number of pages including cover sheet, attachments, and documents 5

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5895, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450 MW1135349

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PATENT
REEL: 015259 FRAME: 0279

CH \$80.00 180882 5009353

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (the "Assignment"), effective as of August 29, 2001 (the "Effective Date"), from LAKE SHORE, INC., a Michigan corporation (the "Assignor") to LAKE SHORE MINING COMPANY, INC., a Wisconsin corporation (the "Assignee") (Assignor and Assignee are sometimes referred to hereinafter collectively as the "Parties" and individually as a "Party").

RECITALS

- A. Assignor is the assignee of a certain patents (referred to as the "Patents").
- B. Assignor desires to execute this Assignment to confirm an assignment of all of its rights, title, and interest in and to the Patents to Assignee which occurred on August 29, 2001.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor assigns the Patents as follows:

1. Definition. As used herein, the term "Assigned Patents" shall mean the patents listed in Appendix A attached hereto and made a part hereof, as well as any and all patents maturing from a continuation, continuation-in-part, division, reissue, or reexamination of the Assigned Patents and regardless of whether such patent matures from a convention or non-convention application, or any other substitution, renewal, extension, addition, utility model, or other United States or foreign patent.
2. Assignment of the Assigned Patents. Subject to the terms, conditions, and limitations set forth herein, Assignor hereby assigns and transfers to Assignee, its successors, and assigns Assignor's entire rights, title, and interest in and to the Assigned Patents. The assignment of the Assigned Patents granted by Assignor to Assignee in this Agreement is granted free and clear of all security interests, liens, encumbrances, claims, or interests of any kind or nature.
3. Assignment of Accrued Enforcement Rights. Assignor hereby assigns and transfers to Assignee any and all claims or causes of action for infringement of the Assigned Patents that may have accrued prior to the effective date of this Assignment, together with the right to bring suit for and/or initiate any proceeding to collect any and all damages arising from said claims or causes of action.
4. General Provisions.
 - (a) Merger and Integration. This Assignment represents the entire understanding of the Parties with respect to its subject matter and supersedes all prior agreements, written or oral, concerning the subject matter hereof, and may not be changed or modified in any regard except by an instrument in writing and signed by the

Parties hereto. No inference shall be drawn from any variance between this Assignment and any prior written negotiations or letters of intent with respect to, or drafts of, this Assignment. Each Party acknowledges that no representations, inducements, promises, commitments or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein.

(b) Severability. It is expressly agreed that if any term or provision of this Assignment which is invalid or unenforceable in any jurisdiction, then such provision in such jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Assignment or affecting the validity or enforceability of any of the terms or provisions of this Assignment in any other jurisdiction.

(c) No Waiver. Failure of any Party at any time to require performance of any provision of this Agreement shall not affect the right of any Party to require full performance thereafter; a waiver by any Party of a breach of any provision of this Agreement shall not constitute a modification of this Agreement or prevent that Party from again enforcing such term or condition in the future with respect to subsequent events.

(d) Relationship of the Parties. The relationship established between the Parties by this Assignment shall be solely that of Assignor and Assignee. Neither Party hereto shall have any right or shall attempt to enter into contracts or commitments on behalf of the other Party or to bind the other Party in any respect whatsoever.

(e) Counterparts; Facsimile Signatures. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document. This Assignment may be signed by facsimile, and facsimile signatures shall be binding, but the Parties shall provide each other with originally signed copies of the Assignment as soon as possible thereafter.

(f) Captions. The captions in this Assignment are intended solely as a matter of convenience and shall be given no effect in the construction or interpretation of this Assignment.

(g) Recitals. The Parties agree that the recitals prior to Section 1 of this Assignment are true and correct and are hereby incorporated herein by this reference.

(h) Force Majeure. The Parties agree that neither shall be deemed in default of its obligations under this Assignment to the extent that the performance of any such obligations shall have been prevented by circumstances outside of such Party's control, including, but not limited to, acts of God, fire, riot, war or government actions, but only to the extent of the duration of the circumstances comprising the basis for the operation of this section. If a Party believes that any one or more of the above occurrences or events will cause a delay or prevent its performance hereunder, that Party shall promptly notify the other Party of such fact in writing.

(i) Governing Law. This Assignment shall be governed by and construed in accordance with the patent laws of the United States of America and with the internal laws of the State of Wisconsin.

IN WITNESS WHEREOF, this Assignment has been duly executed by the Assignor as of the date first written above.

ASSIGNOR:

LAKE SHORE, INC.

By: 

Joseph M. Wouters,
Vice President

Date: 10-18-04

APPENDIX A
ASSIGNED PATENTS

PATENT NO.	COUNTRY	PATENT TITLE	ISSUE DATE
5,009,353	U.S.	Cable Tensioning Device	04/23/1991
5,611,421	U.S.	Method of Installing Multiple-Life Conveyor System	03/18/1997