## PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
Von D. Kimball	04/05/2005

#### **RECEIVING PARTY DATA**

Name:	Bigham Brothers, Inc.
Street Address:	705 East Slaton Road
City:	Lubbock
State/Country:	TEXAS
Postal Code:	79452

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11095801

### **CORRESPONDENCE DATA**

Fax Number: (913)339-6061

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 913-339-9697

Email: mbrown@usapatlaw.com

Correspondent Name: Mark Brown

Address Line 1: 4400 College Blvd, Suite 130
Address Line 4: Overland Park, KANSAS 66211

NAME OF SUBMITTER: Mark Brown

Total Attachments: 2

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# **ASSIGNMENT AGREEMENT**

On the date shown below, and for good and valuable consideration the receipt of which is hereby acknowledged, VON D. KIMBALL, an individual and United States citizen ("Assignor") made the following assignment and promises to BIGHAM BROTHERS, INC., having a principal place of business at 705 East Slaton Road, Lubbock, Texas, 79452 ("Assignee") in connection with said invention of a new, original, novel and unique TRANSPORT LOCK JOINT FOR STACK FOLD TOOLBAR ("Invention").

- 1) I assign, transfer, and convey to Assignee the entire right, title and interest in and to
  - (a) the Invention;
  - (b) the application for United States Letter Patent executed by me and/or filed on March 31, 2005.
  - (c) any Letters Patent issued pursuant to, or as a result of, the application referenced above;
  - (d) all applications for Letters patent; or similar legal protection, which may be filed in any country or countries foreign to the United Sates with respect to the Invention;
  - (e) all Letters Patent which may be granted for the Invention in any country or countries foreign to the United Sates; and
  - (f) all extensions, renewals, reissues, divisions, and continuations (or their legal equivalents) of any applications or Letters Patent referred to above.
- 2) I authorize and request the Commissioner for Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue patents or similar legal protection on applications to issue to Assignee all Letters Patent or similar legal protection for the Invention or improvements.
- 3) I agree that, upon the request of the Assignee, I will
  - (a) execute any all divisional and renewal applications for the Invention or improvements;
  - (b) execute any supplemental oath relating to the Invention or improvements;
  - (c) execute any application for reissue or extension of any Letters Patent that may be granted upon the application;

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- (d) cooperate to the best of our ability in connection with any Interference proceeding, including but not limited to, cooperation in connection with preparing the preliminary statement and giving and producing evidence in support of such preliminary statement;
- (e) perform such additional acts as Assignee may deem necessary or expedient in connection with any of the matters stated above.
- 4) I covenant and warrant that as of the date of this Assignment Agreement, I am the true and lawful owner of the entire right, title, and interest in the Invention, application for Letters Patent, and any Letters Patent which may issue under said application, and have the full right and power to convey the same; that the same are free and clear of all liens, charges and encumbrances whatsoever; and that I have not executed and will not execute any agreement in conflict with this Assignment Agreement.

5)	This Assignment Agreement is binding	upon	, shall	inure to	o the b	enefit	of, and	
	shall be performed by the parties named	l, their	heirs,	admin	istrato	rs, leg	al	
	representatives, successors and assigns.			_	$\wedge$	$\wedge$	1	
		1	-	$\bigcap$	. )		11/	/

Date VON D. KIMBALL

STATE OF	
	) SS.
COUNTY OF	)
On this	5th day of Opil , 2005, before me a Notary
Public in and for the al	bove State and County, personally appeared VON D. KIMBALL,
	wn to me to be the person of that name who signed and sealed the
	he acknowledged the same to be his free act and deed.
above instrument, and	the deknowledged the same to be his free det and deed.
	<u>~</u>
	Marrien Devers
	N. ( D.11'
	Notary Public
My Commission Expir	es:
and the second	AST PLAN
01-13-09	
	Notary Public, State of Tease  Wy Commission Expires 1-13-2009
	my Carles San Carles 1-13-2000

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**RECORDED: 04/14/2005**