

11-17-2004

FORM PTO-1595



U.S. Department of Commerce
Patent and Trademark Office

102882743

MRD 11-08-04

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

1. Name of conveying party(ies):

Mark D. Randa

2. Name and Address of receiving party(ies):

Name: Earth Tool Company, LLC

Address: 1300 Capital Drive

City: Oconomowoc

State: Wisconsin Zip: 53066

22386 U.S. PTO
10/984579

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

3. Nature of Conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date: November 8, 2004

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

This document is being filed together with a new application.

Execution date of the application: November 8, 2004

Title: PNEUMATIC GROUND PIERCING TOOL

A. Patent Application No.(s)

Additional numbers attached? Yes No

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Edward Jorgenson
Philip G. Meyers Law Office

Address: 1009 Long Prairie Road, Suite 302

City: Flower Mound

State: Texas Zip: 75022

6. Number of applications and patents involved: (1)

7. Amount of fee enclosed or authorized to be charged: \$40

8. Deposit Account No: **50-1588** (Attach duplicate copy if paying by deposit account) **This form is submitted in duplicate.**

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.

November 9, 2004

Date

Philip G. Meyers, Reg. No. 30,478

Total Number of Pages Including Cover Sheet, Attachments and Document: 3

11/16/2004 6TON11 00000188 501588 10984579

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PATENT
REEL: 015979 FRAME: 0370

ASSIGNMENT

WHEREAS, I, Mark D. Randa, a citizen of the United States of America and a resident of Waukesha County, Wisconsin, have invented certain new and useful improvements in a "PNEUMATIC GROUND PIERCING TOOL" for which we are about to make application for United States Letters Patent, the said application having been executed on even date herewith; and

WHEREAS, Earth Tool Company, LLC, a limited liability corporation of the State of Wisconsin, having offices at 1300 Capital Drive, Oconomowoc, Wisconsin 53066 (hereinafter referred to as "ASSIGNEE"), desires to acquire our entire right, title and interest in and to the invention, and in and to the said application and any Letters Patent that may issue thereon;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, the full and exclusive right, title and interest in and to said invention and in and to said application and all patents which may be granted therefor, and provisional and an application converted from a provisional, and all divisions, reissues, substitutions, continuations, continuations-in-part and extensions thereof; and we hereby authorize and request the Commissioner of Patents and Trademarks to issue all patents for said invention, or patents resulting therefrom, insofar as our interest is concerned, to the said ASSIGNEE of our entire right, title and interest.

We also hereby sell and assign to said ASSIGNEE, its successors, assigns and legal representatives the full and exclusive rights, title and interest to the invention disclosed in said application throughout the world, including the right to file applications and obtain patents, utility models, industrial models and designs for said invention in its own name throughout the world including all rights of priority, all rights to publish cautionary notices reserving ownership of said invention and all rights to register said invention in appropriate registries; and we further agree to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title and interest in ASSIGNEE, its successors, assigns and legal representatives.

We hereby further agree that we will communicate to said ASSIGNEE, or to its successors, assigns and legal representatives, any facts known to me respecting any improvements; and, at the expense of said ASSIGNEE, to testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue and substitute applications, make all lawful oaths, and generally do everything possible to vest title in said ASSIGNEE and to aid said ASSIGNEE, its successors, assigns and legal representatives to obtain and enforce proper protection for said invention in all countries.

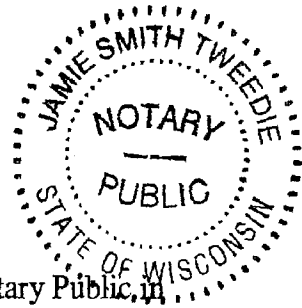
IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of November 2004.

Mark D. Randa

STATE OF WISCONSIN

COUNTY OF WAUKESHA

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On this 8th day of November, 2004, before me, a Notary Public, in and for the State and County aforesaid, personally appeared Mark D. Randa, known by me to be the person of the above name, who signed and sealed the foregoing instrument, and acknowledged the same to be his own free act and deed.

Jamie Smith Tweedie

Notary Public

My Commission Expires: 2/19/06