

(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
Tab settings



To the Honorable Commissioner of Patents and Trademarks: Please record the application number 102895068

11-24-04

1. Name of conveying party(ies):

David J. Burns, Justin C. Schow, and Erik M. Mumford

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

2. Name and address of receiving party(ies)

Name: **Modern Equipment Sales, L.C.**

Address: **2839 South 1030 West**

Salt Lake City, Utah 84119

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



3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: November 19, 2004, November 22, 2004

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

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Frank W. Compagni

Internal Address:

MORRISS O'BRYANT COMPAGNI, P.C.

Street Address: 136 South Main Street, Suite 700

City: Salt Lake City State: Utah ZIP: 84101

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

50-0881 (Deficiencies Only)

(Attach duplicate copy of this page if paying by deposit account)

11/30/2004 DEMAND01 00000055 10996910
04 FC:8021 40.00 DP

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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.

Frank W. Compagni

Name of Person Signing

Signature

11-24-04

Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT

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<i>Attorney Docket No.</i>	3148.MES.PT
<i>Inventor(s)</i>	David J. Burns et al.
<i>Assignee</i>	Modern Equipment Sales, L.C.
<i>Serial Number</i>	
<i>Filing Date</i>	

WHEREAS David J. Burns, Justin C. Schow, and Erik M. Mumford ("Assignors"), residents of Utah, have invented a certain new and useful improvement in FIFTH WHEEL HITCH ASSEMBLY, the application for United States Letters Patent which is identified above; and

WHEREAS, Modern Equipment Sales, L.C. ("Assignee"), a corporation of the State of Utah, having a business address of 2839 South 1030 West, Salt Lake City, Utah 84119, is desirous of acquiring the entire right, title, and interest in the same;

NOW, THEREFORE, in consideration of one dollar (\$1.00), the receipt and sufficiency whereof is hereby acknowledged, and other good and valuable consideration, We, the said David J. Burns, Justin C. Schow, and Erik M. Mumford, by these presents, do sell, assign, and transfer unto said Modern Equipment Sales, L.C. the full and exclusive right to the said invention and in and to said application and any and all provisionals, non-provisionals, divisions and continuations, substitutes and reissues of said application and the entire right, title, and interest in, to and under any and all Letters Patent of the United States and foreign countries that may issue or be granted on said invention.

The Assignors hereby authorize the Assignee to apply for and receive any and all United States and foreign patents relating to such improvements in its own name.

The Assignors hereby authorize and request the issuing authority to issue any and all United States and foreign patents granted on such improvements to and in the name of the

ASSIGNMENT

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<i>Attorney Docket No.</i>	3148.MES.PT
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<i>Serial Number</i>	
<i>Filing Date</i>	

Assignee.

The Assignors warrant and covenant that no assignment, grant, mortgage, license or other agreement or encumbrance affecting the rights and property herein conveyed has been or will be made or entered into by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned.

When requested by and at the expense of the Assignee, the Assignors covenant to carry out in good faith the intent and purpose of this agreement, to execute all provisional, non-provisional, divisional, continuing, substitute, renewal and reissue, and all other patent applications relating to any and all improvements relating to the invention; to execute all rightful oaths, declarations, assignments, powers of attorney and other papers; to communicate to the Assignee all facts and provide to the Assignee all documents and things known and accessible to the undersigned relating to such improvements and the history thereof, and testify as to the same in any interference, litigation or other proceeding relating thereto; and generally to do everything which the Assignee shall consider desirable for vesting title to such improvements in the Assignee, and to secure, maintain, defend and enforce valid and enforceable patent protection for the invention.

The Assignors hereby agree and acknowledge that the sale, assignment and transfer of rights and property set forth herein is and shall be irrevocable and binding upon the heirs, assigns, representatives and successors of each undersigned Assignor and extend to the successors, assigns and nominees of the Assignee.

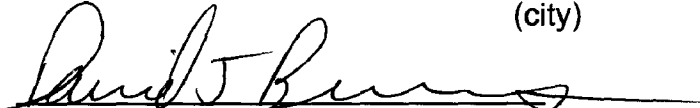
ASSIGNMENT

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Attorney Docket No.	3148.MES.PT
Inventor(s)	David J. Burns et al.
Assignee	Modern Equipment Sales, L.C.
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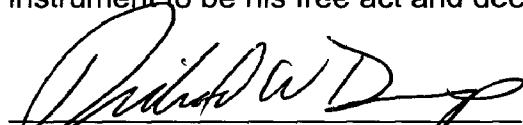
The Commissioner of Patents is hereby authorized and requested to issue said Letters Patent to said Modern Equipment Sales, L.C. as the Assignee of the entire right, title, and interest in and to the same, for its sole use and behoof; and for the use and behoof of its legal representatives, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by us had this assignment and sale not been made.

Executed this 22 day of November, 2004 at Midvale, Utah.
(city) (state)


David J. Burns

STATE OF Utah)
: ss
County of S. C.)

Before me personally appeared David J. Burns and acknowledged the foregoing instrument to be his free act and deed this 22nd day of November, 2004.


Notary Public



ASSIGNMENT

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Attorney Docket No.	3148.MES.PT
Inventor(s)	David J. Burns et al.
Assignee	Modern Equipment Sales, L.C.
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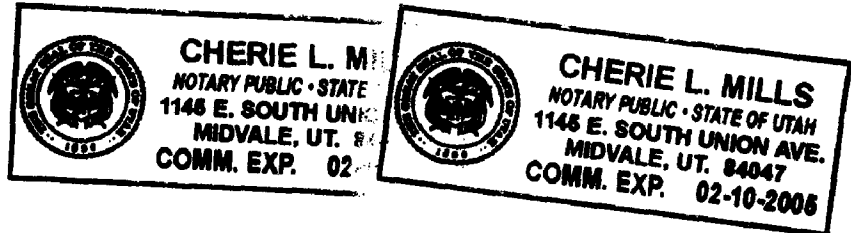
Executed this 22 day of November, 2004 at Midvale, Utah.
(city) (state)


Justin C. Schow


STATE OF Utah)
: ss
County of Salt Lake

Before me personally appeared Justin C. Schow and acknowledged the foregoing instrument to be his free act and deed this 22 day of November, 2004.


Notary Public

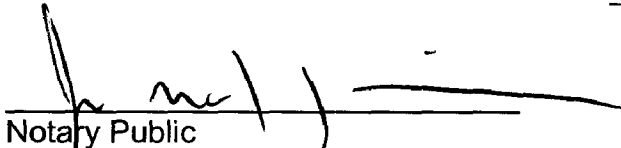


Executed this 19th day of November, 2004 at Midvale, Utah.
(city) (state)


Erik M. Mumford

STATE OF UTAH)
: ss
County of Salt Lake

Before me personally appeared Erik M. Mumford and acknowledged the foregoing instrument to be his free act and deed this 19th day of November, 2004.


Notary Public

