

01-11-2005

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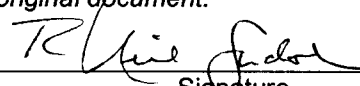
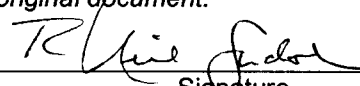
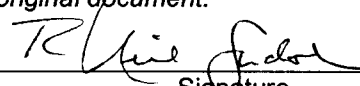
SHEET

U.S. DEPARTMENT OF
COMMERCE
Patent and Trademark Office

Docket No: A20-072

102917523

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

| | | | | | | |
|---|--|--|--|---|--|----------------------------------|
| 1. Name of conveying party(ies): BYRNE, David Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | 2. Name and address of receiving party(ies): Name: MINING EQUIPMENT (Minquip) PTY LTD Internal Address: Street Address: 73 O'Sullivan's Beach Rd. Lonsdale, South Australia 5160 Australia Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | |
| 3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other Execution Date: 21 December 2004 | | 112935 U.S. PTO 29/219829 122204 | | | | |
| 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: 21 December 2004 A. Patent Application No.(s): B. Patent No.(s): Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | | | |
| 5. Name and address of party to whom correspondence concerning document should be mailed: Name Coleman Sudol Sapone, P.C. Internal Address: Street Address: 714 Colorado Avenue City: Bridgeport State: CT ZIP: 06605-1601 | | 6. Total number of applications and patents involved: 1 7. Total fee (37 C.F.R. 3.41)..... \$40.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account specified in item No. 8 below. 8. Deposit account number: 04-0838 (Attach duplicate copy of this page if paying by deposit account) | | | | |
| DO NOT USE THIS SPACE | | | | | | |
| 9. Statement and Signature. <i>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.</i> <table border="0" style="width: 100%;"> <tr> <td style="width: 33%; text-align: center;"> R. Neil Sudol, Reg. No. 31,669 Name of Person Signing </td> <td style="width: 33%; text-align: center;">  Signature </td> <td style="width: 33%; text-align: center;"> December 22, 2004 Date </td> </tr> </table> | | | | R. Neil Sudol, Reg. No. 31,669 Name of Person Signing |  Signature | December 22, 2004 Date |
| R. Neil Sudol, Reg. No. 31,669 Name of Person Signing |  Signature | December 22, 2004 Date | | | | |
| Total number of pages including cover sheet, attachments, and document: <u>3</u> | | | | | | |

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PATENT
REEL: 016129 FRAME: 0468

ASSIGNMENT

For one dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned (hereinafter Assignor) hereby sells, assigns and transfers to Mining Equipment Equipment (Minquip) Pty Ltd an Australian company having a principal place of business at 73 O'Sullivan's Beach Road, Lonsdale 5160, South Australia, Australia its successors, legal representatives, assigns and nominees (hereinafter Assignee), my entire right, title and interest in, to, and under:

- a. Assignor s application for Letters Patent entitled:

Safety Locking Clip

 X Executed On: even date herewith
 Serial Number: _____ Filed: _____

- b. Any and all inventions described in said application for Letters Patent.
- c. Any and all divisional, continuation, renewal, and substitute applications that may be filed for United States Letters Patent for any and all of said inventions.
- d. Any and all patents that may be granted on the foregoing applications and any and all continuations, reissues, or extensions thereof.
- e. Any and all improvements thereon or relating thereto which assignor has invented.

Assignor hereby authorizes and requests the Commissioner of Patents to issue any and all such Letters Patent for said invention to said Assignee.

Assignor further covenants and warrants that, to the best of his/her knowledge, the rights and properties herein conveyed are free and clear of any encumbrances and Assignee shall hold and enjoy any and all inventions, application, and Letters Patent issued thereon for its own use as fully and entirely as the Assignor would have held and enjoyed said rights had this assignment and sale not been made, including the full right of the Assignee to convey said rights.

Assignor further agrees on his/her own behalf, and on behalf of his/her heirs, legal representatives, administrators, and assigns, at any time, upon request, without additional compensation, but at no expense, to:

1. Communicate to said Assignee any facts relating to the invention and the history thereof;
2. Execute and deliver all papers and do all acts which may be necessary, desirable, or convenient to secure, maintain, and enforce patents for said invention in any and all countries; and to execute and deliver any and all papers or instruments that in the opinion of Assignee may be necessary or desirable to vest title thereto in Assignee or its nominees, including the execution and delivery of any and all papers or instruments to carry out the terms

of this Agreement, and to secure to Assignee the full enjoyment of the rights and properties herein conveyed or intended to be conveyed; and

3. Testify at all proceedings concerning said invention and patents.

Full Name of First Inventor:

Full Name of Second Inventor:

David Byrne

Inventor's Signature

Inventor's Signature

Date

Date

Witness:

PAUL WYK

Print Name

Witness:

Print Name

Signature

Date

Signature

Date

21st December 2004