

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
The Boler Company.	01/01/2005
RECEIVING PARTY DATA	
Name:	Hendrickson USA, L.L.C.
Street Address:	500 Park Boulevard
Internal Address:	Suite 1010
City:	Itasca
State/Country:	ILLINOIS
Postal Code:	60143
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6264231
CORRESPONDENCE DATA	
Fax Number:	(312)236-8176
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-236-8500
Email:	mmcgee@cammcm.com
Correspondent Name:	Michael J. McGee
Address Line 1:	200 W. Adams Street
Address Line 2:	Suite 2850
Address Line 4:	Chicago, ILLINOIS 60606
NAME OF SUBMITTER:	Michael J. McGee
Total Attachments: 5 source=0715-0102#page1.tif source=0715-0102#page2.tif source=0715-0102#page3.tif source=0715-0102#page4.tif	

CH 6264231 \$40.00



## BLANKET ASSIGNMENT OF DOMESTIC INTELLECTUAL PROPERTY RIGHTS

This Assignment is executed as of this 1<sup>st</sup> day of January, 2005 by The Boler Company. ("Assignor"), a Delaware corporation having a principal place of business at 500 Park Boulevard, Suite 1010, Itasca, Illinois (United States of America) 60143.

WHEREAS, Assignor presently owns a variety of domestic (i.e., U.S.) and foreign intellectual property rights, including but not limited to, ownership rights in patents and patent applications issued by or pending in the United States Patent and Trademark Office, ownership rights in trademarks and trademark applications registered by or pending in the United States Patent and Trademark Office, ownership rights in service marks and service mark applications registered by or pending in the United States Patent and Trademark Office, ownership rights in unregistered trademarks and service marks, ownership rights in registered and/or unregistered copyrights, ownership rights in trade secrets, rights to sue, enforce and recover for infringement of intellectual property rights, rights to use intellectual property, rights to license and/or sub-license intellectual property rights, rights to receive income, royalties and payments for the use of intellectual property by others, rights in inventions that have been assigned to Assignor and/or are subject to an obligation of assignment to Assignor, rights in trademarks and service marks that have been assigned to Assignor and/or are subject to an obligation of assignment to Assignor, and rights in copyrightable works that have been assigned to Assignor and/or are subject to an obligation of assignment to Assignor;

WHEREAS, Hendrickson USA, L.L.C. ("Assignee") is a Delaware limited liability company having a principal place of business at 500 Park Boulevard, Suite 1010, Itasca, Illinois (United States of America) 60143 and desires to acquire all rights in and to Assignor's domestic intellectual property;

WHEREAS, it is desired to sell, transfer and assign all of the entirety of the domestic intellectual property rights owned by Assignor to Assignee, specifically those intellectual property rights that are applicable within the United States of America, its territories and possessions;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good, valuable and legally adequate consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys and sets over unto Assignee, its successors and assigns all of the entirety of Assignor's right, title and interest in and to domestic intellectual property rights.

The parties agree and acknowledge that this Assignment shall constitute an assignment and transfer of all of the entirety of Assignor's right title and interest in and to domestic (i.e., U.S.) intellectual property rights, including but not limited to, all of Assignor's:

- (a) ownership rights in patents and patent applications issued by or pending in the United States Patent and Trademark Office,

- (b) ownership rights in trademarks and trademark applications registered by or pending in the United States Patent and Trademark Office,
- (c) ownership rights in service marks and service mark applications registered by or pending in the United States Patent and Trademark Office,
- (d) ownership rights in unregistered trademarks and service marks,
- (e) ownership rights in registered and/or unregistered copyrights,
- (f) ownership rights in trade secrets,
- (g) rights to sue, enforce and recover for past, present and future infringement of domestic intellectual property rights,
- (h) rights to use intellectual property subject to the approval of any third party licensor of such intellectual property, to the extent such approval is required, and subject to Assignee's assumption of obligations related to such use of such intellectual property, which assumption is hereby transferred to the extent applicable,
- (i) rights to license and/or sub-license intellectual property rights,
- (j) rights to receive income, royalties and payments for the use of intellectual property by others,
- (k) rights in inventions that have been assigned to Assignor and/or are subject to an obligation of assignment to Assignor,
- (l) rights in trademarks and service marks that have been assigned to Assignor and/or are subject to an obligation of assignment to Assignor, and
- (m) rights in copyrightable works that have been assigned to Assignor and/or are subject to an obligation of assignment to Assignor.

The assignment and transfer of all marks by this Agreement includes an assignment and transfer of the entire goodwill of the business in connection with which the respective marks are used and to the extent any mark is the subject of an application to register such mark based upon a bona fide intention to use such mark in commerce, the assignment and transfer of such mark also includes the assignment and transfer of that portion of the business of Assignor to which such mark pertains.

The assignment and transfer of the right to sue, enforce and recover for infringement of intellectual property rights carried out by this Agreement shall include an assignment and transfer of the right to sue, enforce and recover for past, present and

future infringement of domestic intellectual property rights, along with the right to collect fees (including attorneys' fees) and costs for such infringement.

The assignment and transfer of intellectual property rights carried out by this Assignment shall pertain only to those intellectual property rights that are applicable within the United States of America, its territories and possessions (i.e., domestic intellectual property rights).

Assignor and Assignee shall file such notices with the appropriate government office(s) as are necessary to record the transfer and assignment of the intellectual property rights transferred and assigned herein. Assignor and Assignee shall take all necessary steps to provide for suitable recording of the transfer and assignment of these rights in the appropriate government office(s), including the draft and execution of appropriate documents confirming this transfer and assignment of rights for any properties specifically identified at a later time.

This Assignment shall be construed, interpreted, enforced and governed in accordance with the laws of the State of Illinois, United States of America.

IN WITNESS WHEREOF, this Assignment is executed below by an authorized representative of each party.

THE BOLER COMPANY.

HENDRICKSON USA, L.L.C.

By: *James H. Colby*  
Its: JAMES H. COLBY  
VICE PRESIDENT & TREASURER

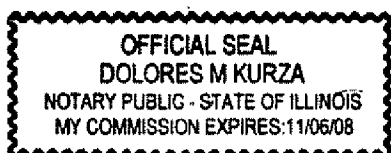
By: *James H. Colby*  
Its: JAMES H. COLBY  
VICE PRESIDENT & TREASURER

Date: JANUARY 1, 2005

Date: JANUARY 1, 2005

STATE OF Illinois )  
COUNTY OF Kane ) SS:

The foregoing instrument was acknowledged before me this 3rd  
day of January, 2004.  
[SEAL] *Dolores M. Kurza*  
Notary Public



**CERTIFICATE OF ASSIGNMENT - UNITED STATES LETTERS PATENT**


United States Letters Patent No. 6,264,231

Grant Date: July 24, 2001

Attorney Docket No. 0715-0102

I, James H. Colley, the undersigned, a lawful representative of The Boler Company. of Suite 1010, 500 Park Boulevard, Itasca, IL 60143 U.S.A. and a lawful representative of Hendrickson USA, L.L.C. of Suite 1010, 500 Park Boulevard, Itasca, IL 60143 U.S.A. do hereby certify that, based on information and belief, prior to January 1, 2005, all right, title and interest in the above-identified patent was owned by The Boler Company., based on an assignment having a microform copy available at the Assignment Search Room of the United States Patent and Trademark Office on Reel 010688, Frame 0249. I further certify that effective January 1, 2005, The Boler Company. transferred all of its right, title and interest in the above-identified patent to Hendrickson USA, L.L.C., including the right to sue, enforce and recover for past, present and future infringement of the above-identified patent, so far as the United States of America, its territories and its possessions are concerned. This transfer was carried out through the legal document entitled "Blanket Assignment of Domestic Intellectual Property Rights," a copy of which is attached hereto. To the extent it would otherwise be determined that the above-referenced legal document (a copy of which is attached hereto) did not transfer all of the right, title and interest of The Boler Company. in the above-identified patent to Hendrickson USA, L.L.C., so far as the United States of America, its territories and its possessions are concerned, this document shall constitute a *nunc pro tunc* transfer, effective January 1, 2005, by The Boler Company. of all of its right, title and interest in the above-identified patent to Hendrickson USA, L.L.C., including the right to sue, enforce and recover for past, present and future infringement of the above-identified patent, so far as the United States of America, its territories and its possessions are

concerned. I sign this document on behalf of both The Boler Company. and Hendrickson USA, L.L.C.

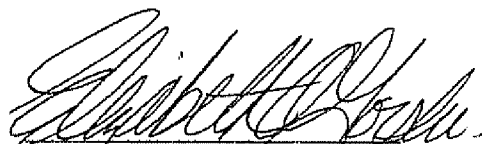
Signature:   
Name: JAMES H. COLLEY  
Title: V.P. & TREASURER

#### NOTARY PUBLIC'S CERTIFICATION

On June 24 of 2005, James H. Colley personally known as the individual who executed the foregoing Certificate of Assignment, personally appeared before me, the undersigned, a Notary Public in the state of Illinois, county of DuPage, and acknowledged to me that he executed the same.

(SEAL)



  
(Notary Public)