

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Mr. Joseph R. Butchko	08/17/2005
RECEIVING PARTY DATA	
Name:	Square Wheel Industries Inc.
Street Address:	23 Ridge Crest Drive
City:	Fleetwood
State/Country:	PENNSYLVANIA
Postal Code:	19522
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	D504449
Patent Number:	4866390
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NAME OF SUBMITTER:	David R. Richie
Total Attachments: 4 source=assign patents#page1.tif source=assign patents#page2.tif source=assign patents#page3.tif source=assign patents#page4.tif	

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ASSIGNMENT OF PATENTS

1. Introduction. JOSEPH R. BUTCHKO, of 80 Irish Mountain Road, Temple, PA. 19560 (if more than one, jointly, severally and collectively, "Assignor") is the sole owner of the Patents listed in Attachment A (the "Patents"). SQUARE WHEEL INDUSTRIES INC. ("Assignee"), wishes to acquire and exploit the attached Letters Patent, applications throughout the world and the underlying inventions in connection with an agreement dated or about June 22, 2005 (as amended and supplemented, the "Asset Purchase Agreement") between Square Wheel, Inc. ("SWI") and Assignee's assignor under which Assignee has acquired the assets and business of SWI. The Letters Patent are an essential part of said business...

2. Assignment of Letters Patent. For good and valuable consideration, receipt of which is acknowledged, Assignor sells, assigns, and transfers to Assignee, its successors and assigns, its rights, titles, and interests in and to the Patents and applications throughout the world and the underlying inventions.

3. Assignment of Reissues or Extensions of Letters Patent. In addition to the assignment of the Patents and applications throughout the world and the underlying inventions, Assignor sells, assigns, and transfers to Assignee, all of its rights, titles, and interests in and to: any reissues, divisions, continuations, continuations-in-part, or extensions thereof. This transfer also includes the rights to apply for patents and inventor certificates in respect thereof and to claim priority in and to the underlying inventions pursuant to rights accorded to Assignor under the terms of the Paris International Convention and all other international conventions and treaties; and the entire rights, titles and interests in and to any and all patents, patents of addition, utility models, patents of importation, revalidation patents and inventor certificates which may be granted throughout the world in respect of said inventions.

4. Assignment of Causes of Action for Past Infringements. The assignments set out in Paragraphs 2 and 3 include the right to bring suit in any court of competent jurisdiction to recover damages and profits for any past infringement of the Patents.

5. Term of Assignment. The Patents and other rights assigned by this Instrument are for the use and exploitation of Assignee, its successors, and assigns to the end of the term for which the Patents are granted or for which any reissues, divisions, continuations, continuations-in-part, or extensions of the Patents are granted.

6. Assignor's Representations and Warranties. Assignor represents, warrants and covenants that

(a) Assignor has not granted or assigned and will not grant or assign any rights or interests inconsistent with those assigned by this Instrument;

(b) the Patents are free and clear of liens and encumbrances, were validly issued, effective and in good standing, and all required maintenance and other fees heretofore due have been paid to date;

(c) the Patents and any invention, method, or process, embodied thereby and any product manufactured or sold by Assignor do not and will not infringe any patent, trade secret, copyright, or other intellectual property right of any other person; and

(d) Assignor will defend, indemnify and hold harmless Assignee and Assignee's directors, officers, shareholders and other representatives from and against all claims, demands, suits, proceedings, judgments, damages, losses, liabilities, costs and other expenses asserted against or incurred by them on account of any infringement or misappropriation of any intellectual property rights of third parties through sale by SWI of products up to the date hereof.

7. Assignor to Execute Other Instruments. Assignor binds itself, its heirs, executors, administrators, assigns, and personal representatives to execute any writings or instruments and perform any acts that are necessary to carry out this Assignment. Without limiting the generality of the foregoing, Assignor agrees to execute any documents that legally may be required in connection with the filing, prosecution and maintenance of the Patents and/or any applications or inventor certificates in the United States and in foreign countries, including additional documents that may be required to affirm the rights of Assignee in and to said Letters Patents, all without further consideration. Assignor's obligations under this instrument shall extend to its successors, assigns and other legal representatives.

8. Authorization. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all United States Letters of Patent assigned by this Instrument to Assignee, as the assignee of the entire rights, titles and interests in and to the same, for Assignee's sole use and behoof, and for the use and behoof of Assignee's successors and assigns, to the full end of the term for which such Letters Patent may be granted, as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made. Assignor authorizes Assignee, or its legal representatives, to insert or complete any documents or forms needed to effect recordation or perfect Assignee's rights in the U.S. Patent Office.

Dated: August 17 2005

 (SEAL)
Joseph R. Butchko

ATTACHMENT A

Patents

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
U.S.	US D504,449 S	April 26, 2005	Express Garage
U.S.	4,866,390	Sept, 12, 1989	Vehicle Light Testing System for Testing a Plurality of Lights Using a Scanning Sequence

STATE OF PENNSYLVANIA :
COUNTY OF BERKS : SS;

On this, the 17th day of August, 2005, before me, the subscriber, a Notary Public, personally appeared JOSEPH R. BUTCHKO, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

WITNESS my hand and official seal the day and year aforesaid.

Grace R Lucchese

