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Docket No.: ATLAS-4384

FORM PTO-1595 (Modified)
(Rev. 03 01)
OMB No. 0051-0027 (exp. 6/31/2002)
P00/REV03

10-20-2005



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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

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103104321

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Anthony John Spencer Spearing
Joseph John Jingle, Jr.

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

Name: ATLAS COPCO MAI GMBH

Internal Address: _____

2005

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other _____Street Address: Werkstrasse 17A9710 Feistritz/Drau, Austria

City: _____ State: _____ ZIP: _____

Execution Date: 9/16/2005Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

11/231,184Additional numbers attached? ☐ Yes ☒ No

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

Name: Arlen L. Olsen - Schmeiser, Olsen & WattsInternal Address: 3 Lear Jet Lane, Suite 201

Street Address: _____

City: IthacaState: NY ZIP: 121106. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41):.....\$ 40.00☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☒ Authorized to be charged to deposit account

8. Deposit account number:

19-0513

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

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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.

Lisa A. Molloy

Name of Person Signing

Signature

10/13/2005

Date

Total number of pages including cover sheet, attachments, and document: 1

PAGE 2/8 * RCVD AT 10/13/2005 12:12:48 PM [Eastern Daylight Time] * SVR:USPTO-EF-XRF-6/30 * DNIS:2738300 * CSID: * DURATION (mm-ss):03-28

10/19/2005 ECDOPER 00000269 190513 11231184

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PATENT
REEL: 017095 FRAME: 0230

Dkt. No.: ATLAS-4384

ASSIGNMENT AGREEMENT

Whereas, We

- (1) Anthony John Spencer Spearing, a citizen of the United Kingdom, with his primary residential address at 260 Poplar Court, Aurora, Ohio, 44202 USA; and
- (2) Joseph John Jingle, Jr., a citizen of the United States, with his primary residential address at 1051 Sunhaven Drive, Medina, Ohio 44256, USA (collectively "Assignors" and "Inventors")

Have invented certain improvements in:

AN ELONGATED ELEMENT TENSIONING MEMBER and AN ELONGATE ELEMENT TENSIONING MEMBER

And whereas, ATLAS COPCO MAI GMBH., an Austrian corporation, having a place of business at Werkstrasse 17, A9710 Feistritz/Drau, Austria (hereinafter called ATLAS COPCO and "Assignee"), desires to acquire the entire right, title and interest in South African Patent applications 2004/7521 and 2005/02542 ("Application and Invention"), and to any United States and foreign patents to be obtained therefor;

Now therefore, for a valuable consideration, receipt whereof is hereby acknowledged, (see attachment A annexed hereto) We, the above named, hereby sell, assign, and transfer to ATLAS COPCO, its successors and assigns, the entire right, title and interest in the said application and invention therein disclosed for the United States and foreign countries, and all rights of priority resulting from the filing of said United States application, and We request the Commissioner of Patents to issue any Letters Patent granted upon the inventions set forth in said applications to ATLAS COPCO, its successors and assigns; and We hereby agree that ATLAS COPCO may apply for foreign Letters Patent on said invention and We will execute all papers necessary in connection with the United States and foreign applications when called upon to do so by ATLAS COPCO.

Assignors warrant that (1) it is the legal owner of all right, title and interest in the Application and Invention; (2) that such rights have not been previously licensed, pledged, assigned, or encumbered; (3) that this Assignment Agreement does not infringe on the rights of any person, and (4) that Assignors' assistance, consultation, and providing of information to Assignee, including, without limitation, in connection with any filing of any patent application, shall not breach any fiduciary or any other duty or any covenant, agreement or understanding with any third party including, without limitation, any confidentiality agreement or any other agreement relating to any proprietary information, knowledge or data acquired by Assignors in connection with any work or studies or other engagements with or for any third party. Failure to comply with any of the representations and warranties of this paragraph shall constitute a material breach of this agreement and shall without limitation entitle Assignee to immediately

Dkt. No.: ATLAS-4384

stop royalty payments upon written notice by Assignee to Assignor.

Assignors agree to cooperate with Assignee and to execute and deliver all papers, instruments and assignments as may be necessary to vest all right, title and interest in and to the intellectual property rights to the Invention in Assignee. Assignor further agree to testify in any legal proceeding, sign all lawful papers and applications and make all rightful oaths and generally do everything possible to aid Assignee to obtain and enforce proper protection of the Invention in all countries.

All the rights, duties and obligations in accordance with this Assignment Agreement and its Attachments shall inure to the benefit of the successors and assigns of Assignors and Assignee.

This Assignment Agreement may be executed by facsimile and upon such execution shall have the same force and effect as in original. Further, this Assignment Agreement may be executed in one or more counterparts, including by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

(1) Date:

Signature

Anthony John Spencer Spearing
Inventor

(2) Date: 9/16/05

Signature

Joseph John Jingle, Jr.
Inventor

(3) Date:

Signature

ATLAS COPCO MAI GMBH., an Austrian corporation,
Werkstrasse 17, A9710 Feistritz/Drau, Austria

Name:

Position:

Date:

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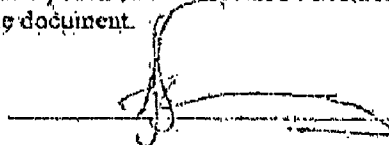
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(1) Date: 9/12/05



Signature
Anthony John Spencer Spearing
Inventor

(2) Date:

Signature
Joseph John Jingle, Jr.
Inventor

(3) Date:

ATLAS COPCO MAI GMBH, an Austrian corporation,
Werkstrasse 17, A9710 Feistritz/Drau, Austria

Name: _____
Position: _____
Date: _____

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The parties agree that Attachments A and B are part of this Assignment Agreement and that this Assignment Agreement and Attachments A and B contains the entire agreement and understanding by and between parties with respect to the subject matter hereof, and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect.

(1) Date:

Signature
Anthony John Spencer Spearing
Inventor

(2) Date:

Signature
Joseph John Jingle, Jr.
Inventor

(3) Date:

Signature
ATLAS/COPCO MAI GMBH., an Austrian corporation,
Weckstrasse 17, A9710 Feistritz/Drau, Austria

Name: Herbert Papousek
Position: General Manager
Date: Sept. 23, 2005