

12-16-2005



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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Steven William Mann
Jeff Marcus Terry
James Matthew Rhodes
Christopher Aaron Bond

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

2. Name and address of receiving party(ies)

Name: Fontaine International

Internal Address: _____

Street Address: 5000 Grantswood Road, Suite 200

City: Irondale

State: AL

Country: US Zip: 35210

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 11/03/2005; 11/22/2005; 12/01/2005

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: George P. Kobler

Internal Address: Lanier Ford Shaver & Payne P.C.

Street Address: P.O. Box 2087

City: Huntsville

State: AL Zip: 35804-2087

Phone Number: (256) 535-1100

Fax Number: (256) 533-9322

Email Address: GPK@LFSP.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Signature

December 8, 2005

Date

George P. Kobler

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

12/12/2005 CCHAU1 00000046 11296925
04 FC:8021 40.00 99

PATENT
REEL: 017346 FRAME: 0606

112959 U.S. PTO
11/29/05

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ASSIGNMENT

THIS AGREEMENT is entered into this 1st day of December, 2005, by and between **STEVEN WILLIAM MANN**, of 1072 Pinemeadow Drive, Gardendale, Alabama 35071; **JEFF MARCUS TERRY**, of 300 Windsor Drive, Birmingham, Alabama 35209; **JAMES MATTHEW RHODES**, of 2710 Wellington Circle, Pelham, Alabama 35124; and **CHRISTOPHER AARON BOND**, of 4412 Tyler Circle, Pinson, Alabama 35216 ("ASSIGNORS"), and **FONTAINE INTERNATIONAL**, an Alabama corporation, with offices located at 5000 Grantswood Road, Suite 200, Irondale, Alabama 35210 ("ASSIGNEE").

WITNESSETH:

WHEREAS, ASSIGNORS have made a contribution and/or had involvement in the development of a "Fifth Wheel Mounting Bracket," (the "Invention"); and

WHEREAS, ASSIGNORS desire to sell, assign, and transfer all right, title, and interest throughout the world to the Invention to ASSIGNEE; and

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title, and interest in and to the aforesaid Invention; and

WHEREAS, both ASSIGNORS and ASSIGNEE are in agreement on the terms and conditions upon which such transfer shall occur.

NOW THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged:

1. ASSIGNMENT

ASSIGNORS hereby sell, assign, and transfer to ASSIGNEE, its successors, and assigns, the entire right, title, and interest throughout the world in and to the Invention, including any and all patent applications and patents of every country for said invention, also including all provisional, divisional, continuing, substitute, renewal, reissue, and all other applications for patent which have been or shall be filed in the United States and all foreign countries on any of such inventions and/or improvements to said invention; all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said inventions and/or improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application in the United States.

2. REPRESENTATIONS & WARRANTIES

- A. ASSIGNORS hereby represent and warrant that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned; and
- B. ASSIGNORS hereby represent and warrant, when requested, and at the expense of the ASSIGNEE, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all papers useful in connection with said United States and foreign applications, including provisional, divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said invention and/or improvements; execute all rightful oaths, declarations, assignments, powers of attorney, and other useful papers; communicate to the ASSIGNEE all facts known

to the undersigned relating to said invention and/or improvements and the history thereof; and generally do everything possible which the ASSIGNEE, its successors, assigns, and nominees, shall consider desirable for vesting title to said invention and/or improvements, and for securing, maintaining and enforcing proper patent protection for said invention and/or improvements.

3. AUTHORIZATION

ASSIGNORS hereby authorize and request the Commissioner for Patents, or other issuing authority, to issue any and all United States and foreign patents granted for said Invention and/or improvements to the above-named ASSIGNEE, its successors, and assigns.

TO BE BINDING on the heirs, assigns, representatives, and successors of the ASSIGNORS and extend to the successors, assigns, and nominees of the ASSIGNEE.

Signature: Steven William Mann Date: 12/1/05
Steven William Mann

STATE OF ALABAMA

COUNTY OF Shelby

BEFORE ME, the undersigned authority, on the 1st day of December 2005, personally appeared **STEVEN WILLIAM MANN**, acknowledged to me that he executed the foregoing instrument of his own free will for the purposes and consideration therein expressed.

Melody M. Lewis
Notary Public

My commission expires on:
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Sept 29, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Signature: Jeff Marcus Terry Date: 11/3/05
Jeff Marcus Terry

STATE OF ALABAMA

COUNTY OF Shelby

BEFORE ME, the undersigned authority, on the 3rd day of November 2005, personally appeared **JEFF MARCUS TERRY**, acknowledged to me that he executed the foregoing instrument of his own free will for the purposes and consideration therein expressed.

Melody M. Lewis
Notary Public

My commission expires on:
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Sept 29, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Signature: James Matthew Rhodes Date: 11/3/05
James Matthew Rhodes

STATE OF ALABAMA

COUNTY OF Shelby

BEFORE ME, the undersigned authority, on the 3rd day of November 2005, personally appeared **JAMES MATTHEW RHODES**, acknowledged to me that he executed the foregoing instrument of his own free will for the purposes and consideration therein expressed.

Maddy McLean
Notary Public

My commission expires on:
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Sept 29, 2009
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

Signature: Christopher Aaron Bond Date: 11-22-05
Christopher Aaron Bond

STATE OF ALABAMA

COUNTY OF Shelby

BEFORE ME, the undersigned authority, on the 22nd day of November 2005, personally appeared **CHRISTOPHER AARON BOND**, acknowledged to me that he executed the foregoing instrument of his own free will for the purposes and consideration therein expressed.

Maddy McLean
Notary Public

My commission expires on:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Sept 29, 2009
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS