

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| McLaughlin Manufacturing Company | 01/11/2005 |
| RECEIVING PARTY DATA | |
| Name: | McLaughlin Boring Systems, Inc. |
| Street Address: | 1 N. Old State Capitol Plaza #3 |
| City: | Springfield |
| State/Country: | ILLINOIS |
| Postal Code: | 62701 |
| PROPERTY NUMBERS Total: 7 | |
| Property Type | Number |
| Patent Number: | 4976321 |
| Patent Number: | 6615849 |
| Patent Number: | 6470604 |
| Application Number: | 10350967 |
| Application Number: | 10263154 |
| Application Number: | 10871491 |
| Application Number: | 60538395 |
| CORRESPONDENCE DATA | |
| Fax Number: | (864)240-2477 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
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| Address Line 4: | Greenville, SOUTH CAROLINA 29602 |

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ATTORNEY DOCKET NUMBER:

13775 MCLAUGHLIN ASSIGN.

NAME OF SUBMITTER:

Thomas W. Epting

Total Attachments: 3

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Assignment of Patents

ASSIGNMENT OF PATENTS made as of the 11th day of January, 2005, by McLaughlin Manufacturing Company, a Delaware corporation ("Assignor"), to McLaughlin Boring Systems, Inc. an Illinois corporation ("Assignee").

RECITAL

Assignee and Assignor are parties to an Asset and Operating Business Purchase Agreement dated as of even date (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Business Assets and Operating Business (as defined in the Agreement), including without limitation the patents of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order more effectively to assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.


In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign patents and patent applications, including without limitation, the patents and patent applications listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Patents").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Patents, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Patent, whether arising prior to or subsequent to the date of this Assignment of Patents, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Patents not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Patents shall be governed by and construed in accordance with the laws of the State of South Carolina without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Patents as of the date first above written.

McLaughlin Manufacturing Company

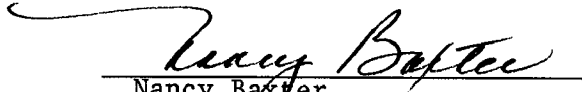
By: 
Name: Robert P. Rose
Title: Secretary

[SEAL]

State of Indiana)
County of LaPorte)

On this 12th day of January, 2005, before me, Nancy Baxter, personally appeared Robert P. Rose, of Harbour Trust & Investment Management Company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Nancy Baxter

(SEAL)

Notary Public for LaPorte County, IN
My commission expires: August 6, 2008

SCHEDULE A

Registered Patents

| Patent | U.S. Registration No. | Registration Date |
|---------------------------------------|-----------------------|-------------------|
| Hydraulic Clutch Auger Boring Machine | 4,976,321 | 12/11/90 |
| In Tank Cleanout, Vacuums | 6,615,849 | 9/9/03 |
| Earth Reduction Tool, Vacuums | 6,470,605 | 10/29/02 |

Pending Patent Applications

| Patent | Application Number | Application Date |
|--|--------------------|------------------|
| | 10/350967 | 3/23/03 |
| | 10/263154 | 3/14/02 |
| | 10/871491 | 6/18/04 |
| Vacuum attachment for skid steer loaders | 60/538395 | 1/22/04 |
| Core drill vacuum | | 3/2/04 |
| Drill vacuum plate | | 3/2/04 |