

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Mr. Andrew S. Wollmann	03/29/2006
RECEIVING PARTY DATA	
Name:	Thunder Bird H.B. Inc.
Street Address:	15185 346th Avenue
City:	Faulkton
State/Country:	SOUTH DAKOTA
Postal Code:	57438
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11278696
CORRESPONDENCE DATA	
Fax Number:	(701)237-0544
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(701) 281-8822
Email:	makell@neustel.com
Correspondent Name:	Michael S. Neustel
Address Line 1:	2534 South University Drive, Suite 4
Address Line 2:	Neustel Law Offices, LTD
Address Line 4:	Fargo, NORTH DAKOTA 58103
ATTORNEY DOCKET NUMBER:	THUN-002
NAME OF SUBMITTER:	Michael S. Neustel
Total Attachments: 2 source=AssignmentTHUN002#page1.tif source=AssignmentTHUN002#page2.tif	

OP \$40.00 11278696

500091195

PATENT  
 REEL: 017426 FRAME: 0609

## ASSIGNMENT OF RIGHTS

WHEREAS, I, **Andrew S. Wollman**, a citizens of the United States (hereinafter "Assignor"), has invented a certain new and useful invention entitled **No-Till Drill Liquid Fertilizer Applicator System** (hereinafter "Invention") described in the patent application filed herewith (Attorney Docket No. THUN-002) ; and

WHEREAS, **Thunder Bird H.B. Inc.**, a corporation organized in the State of South Dakota, having a place of business at 15185 346<sup>th</sup> Avenue, Faulkton, South Dakota 57438 (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Invention and all Letters Patent of the United States and Letters Patent in any and all foreign countries which may be obtained therefore;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, I do hereby sell, assign, transfer and set over unto said Assignee, its successors, assigns and legal representatives the entire right, title and interest in and to:

- (i) said Invention;
- (ii) United States Patent Application No. 11/278,196 filed in the United States Patent and Trademark Office on 4/5/2006 entitled **No-Till Drill Liquid Fertilizer Applicator System**, along with all rights to claim priority therefrom and/or thereto;
- (iii) all patents of the United States and in any and all foreign countries which may be issued for said Invention, along with all rights to claim priority therefrom and/or thereto;
- (iv) all patent applications, continuations, continuations-in-part, divisionals, reexaminations and reissues of said Invention as described in the above-mentioned patent application in the United States and in any and all foreign countries, along with all rights to claim priority therefrom and/or thereto; and
- (v) all claims for damages by reason of past infringement with the right to sue for and collect the same and obtain all other possible remedies for its own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives;

as fully and completely as the same would have been held by me had this Assignment and sale not been made. The above-said entire right, title and interest shall vest irrevocably in said Assignee.

I further agree upon request, without additional compensation but at no expense to myself, to execute or assent to foreign applications, and to execute all other legal documents as may be necessary or desirable to vest the enjoyment of the said entire right, title and interest hereby transferred in Assignee, its legal representatives, successors and assigns, or as the Assignee may direct. I specifically agree to, but without limitation, the following when requested by Assignee:

- (i) I will communicate to Assignee all facts known to me respecting said Invention;
- (ii) I will, as and when requested by Assignee, execute all lawful papers which Assignee may deem advisable for carrying out the true purposes and intent hereof, including all lawful oaths and affidavits, one or more written confirmations of this Agreement, all applications for Letters Patent in foreign countries and all divisional, continuation, reissue and substitute applications for Letters Patent for said Invention; and

- (iii) I will testify in any legal proceedings which involve said Invention or any Letters Patent granted therefore.

The Attorney of Record is hereby authorized to insert the Serial Number and filing date in any above blank spaces when received from the U.S. Patent and Trademark Office. I hereby authorize and request the Commissioner of Patents and Trademarks to issue any Letters Patent of the United States which may be issued for said Invention to the said Assignee, its legal representatives, successors and assigns, as the sole owner of the entire right, title and interest in and to said patents and inventions covered thereby. I acknowledge and agree that the obligations recited herein are binding upon me and my heirs, executors, administrators and assigns forever.

This Agreement and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the State of North Dakota, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary, and without the aid of any canon, custom or rule of law requiring construction against the draftsman.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the date appearing beside my name.

Andrew S. Wollmann  
Andrew S. Wollmann

3-29-06  
Date

STATE OF South Dakota )  
COUNTY OF Faith )

On this 29<sup>th</sup> day of March, 2006, before me, a notary public within and for said County and State, personally appeared **Andrew S. Wollmann**, to me known to be the person described in and who executed the foregoing instrument.

Sherry Jix  
Notary Public  
My Commission Expires: 3-21-2002