

02-07-2006

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1. Name of conveying party(ies)
John Edward Ramsey and Michael D. Oyster

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

2. Name and address of receiving party(ies)
Name: Hendrickson USA, L.L.C.
Internal Address: _____

Street Address: 500 Park Boulevard
Suite 1010
City: Itasca
State: Illinois
Country: United States of America Zip: 60143

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

3. Nature of conveyance/Execution Date(s):
Execution Date(s) January 23, 2006 and January 25, 2006
 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: David P. Dureska
Internal Address: _____

Street Address: 4518 Fulton Drive NW
P.O. Box 35548
City: Canton
State: Ohio Zip: 44735-5548
Phone Number: 330-491-5289
Fax Number: 330-252-5454
Email Address: ddureska@bdblaw.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 _____
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9. Signature:
Signature
David P. Dureska
Name of Person Signing

January 27, 2006
Date
Total number of pages including cover sheet, attachments, and documents: 5

ASSIGNMENT

1. IN CONSIDERATION of the sum of One Dollar (\$1.00), and of other good and valuable consideration paid to the undersigned by the Assignee, receipt whereof is hereby acknowledged, the undersigned by these presents hereby sells, assigns, transfers, and sets over unto

HENDRICKSON USA, L.L.C.,

a limited-liability company organized under the laws of the State of **DELAWARE**, domiciled at

**500 PARK BOULEVARD
SUITE 1010
ITASCA, ILLINOIS 60143,**

U.S.A., any and all domestic (*i.e.*, the United States of America, its territories and possessions) rights, title and interest in and to the invention or improvement in

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said invention being fully described and/or claimed in the application for Letters Patent of the United States of America, executed on or about this date(s), as well as any divisional, continuing, reissue, reexamination, or other patent applications directed to said invention, in and for the United States, the same to be held and enjoyed by said assignee, its successors, assigns or other legal representatives, to the full ends of the terms for which all Letters Patent therefor may be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made.

AND SAID ASSIGNEE IS HEREBY AUTHORIZED to make application for and to receive Letters Patent for said invention in the United States at its election.

AND BY THIS COVENANT the undersigned will execute or procure any further necessary assurance of title to said invention and Letters Patent; and at any time, upon the request of said assignee, will execute and deliver any and all papers that may be necessary or desirable to perfect the title to said invention or any Letters Patent which may be granted therefor to said Assignee, its successors, assigns or other legal representatives, and, upon the request of said assignee, will execute any divisional, continuing, reissue, reexamination, or other applications for patents for said invention, in the United States, and will make all rightful oaths and do all lawful acts requisite for aiding, procuring, or maintaining the same or for aiding therein.

AND THE COMMISSIONER of Patents is hereby authorized and requested to issue any and all Letters Patent in the United States for said invention, to said assignee.

ASSIGNMENT (Cont.)

2. FURTHER, IN CONSIDERATION of the sum of One Dollar (\$1.00), and of other good and valuable consideration paid to the undersigned by the Assignee, receipt whereof is hereby acknowledged, the undersigned by these presents hereby sells, assigns, transfers, and sets over unto

HENDRICKSON INTERNATIONAL CORPORATION,

a corporation organized under the laws of the State of ILLINOIS, domiciled at

**500 PARK BOULEVARD
SUITE 1010
ITASCA, ILLINOIS 60143,**

U.S.A., any and all foreign (*i.e.*, other than the United States of America, its territories and possessions) rights, title and interest in and to the invention or improvement in said invention being fully described and/or claimed in one or more applications for Letters Patent in one or more foreign countries, executed on or about this date(s), as well as any other patent applications directed to said invention, in and for said one or more respective foreign countries, the same to be held and enjoyed by said assignee, its successors, assigns or other legal representatives, to the full ends of the terms for which all Letters Patent therefor may be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made.

AND SAID ASSIGNEE IS HEREBY AUTHORIZED to make application for and to receive Letters Patent for said invention in said one or more respective foreign countries at its election.

AND BY THIS COVENANT the undersigned will execute or procure any further necessary assurance of title to said invention and Letters Patent; and at any time, upon the request of said assignee, will execute and deliver any and all papers that may be necessary or desirable to perfect the title to said invention or any Letters Patent which may be granted therefor to said Assignee, its successors, assigns or other legal representatives, and, upon the request of said assignee, will execute any other applications for patents for said invention, in said one or more respective foreign countries, and will make all rightful oaths and do all lawful acts requisite for aiding, procuring, or maintaining the same or for aiding therein.

AND THE APPROPRIATE AUTHORITIES are hereby authorized and requested to issue any and all Letters Patent in said one or more respective foreign countries for said invention, to said assignee.

