

Form PTO-1595 (Rev. 03/01)

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

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Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

6-19-06

1. Name of conveying party(ies):

DuWayne E. Kramer, Jr.
Brian W. Mellies

2. Name and address of receiving party(ies)

Name: Burke, Inc.

Internal Address: _____

Street Address: 1800 Merriam Lane

City: Kansas City State: KS Zip: 66106

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

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: June 15, 2006

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

If this document is being filed together with a new application, the execution date of the application is: 06/15/06

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Mark Brown

Internal Address: Law Office of Mark Brown

Street Address: 4700 Belleview, Suite 210

City: Kansas City State: MO Zip: 64112

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$ _____

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

03-1425

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

DO NOT USE THIS SPACE

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.

Mark Brown

Name of Person Signing

Mark Brown

Signature

6/19/06

Date

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

12955 U.S. PTO 11/455564

06/22/2006 NUMBER 00000170 031425 11455564 40.00 DR 01 FC:8041

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ASSIGNMENT AGREEMENT

On the date shown below, and for good and valuable consideration the receipt of which is hereby acknowledged, DUWAYNE E. KRAMER, JR. and BRIAN W. MELLIES, individuals and United States citizens ("Assignors") made the following assignment and promises to BURKE, INC., a Kansas corporation, having a principal place of business at 1800 Merriam Lane, Kansas City, Kansas 66106, in connection with said invention of a new, original, novel and unique PERSONAL MOBILITY VEHICLE WITH ANTI-TIP SUSPENSION ("Invention").

- 1) We assign, transfer, and convey to Assignee the entire right, title and interest in and to
 - (a) the Invention;
 - (b) the application for United States Letter Patent executed by us and/or filed on 6/15/06;
 - (c) any Letters Patent issued pursuant to, or as a result of, the application referenced above;
 - (d) all applications for Letters patent; or similar legal protection, which may be filed in any country or countries foreign to the United States with respect to the Invention;
 - (e) all Letters Patent which may be granted for the Invention in any country or countries foreign to the United States; and
 - (f) all extensions, renewals, reissues, divisions, and continuations (or their legal equivalents) of any applications or Letters Patent referred to above.

- 2) We authorize and request the Commissioner for Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue patents or similar legal protection on applications to issue to Assignee all Letters Patent or similar legal protection for the Invention or improvements.

- 3) We agree that, upon the request of the Assignee, We will
 - (a) execute any all divisional and renewal applications for the Invention or improvements;
 - (b) execute any supplemental oath relating to the Invention or improvements;
 - (c) execute any application for reissue or extension of any Letters Patent that may be granted upon the application;
 - (d) cooperate to the best of our ability in connection with any Interference proceeding, including but not limited to, cooperation in connection with preparing the preliminary statement and giving and producing evidence in support of such preliminary statement;
 - (e) perform such additional acts as Assignee may deem necessary or expedient in connection with any of the matters stated above.

- 4) We covenant and warrant that as of the date of this Assignment Agreement, I we are the true and lawful owners of the entire right, title, and interest in the Invention, application for Letters Patent, and any Letters Patent which may issue under said application, and have the full right and power to convey the same; that the same are free and clear of all liens, charges and encumbrances whatsoever; and that we have not executed and will not execute any agreement in conflict with this Assignment Agreement.
- 5) This Assignment Agreement is binding upon, shall inure to the benefit of, and shall be performed by the parties named, their heirs, administrators, legal representatives, successors and assigns.

6/15/06
Date

DuWayne E. Kramer
DUWAYNE E. KRAMER, JR.

STATE OF)
) SS.
COUNTY OF)

On this 15 day of June, 2006, before me a Notary Public in and for the above State and County, personally appeared DUWAYNE E. KRAMER, JR., to me known and known to me to be the person of that name who signed and sealed the above instrument, and he acknowledged the same to be his free act and deed.

Sandy Stout

Notary Public

My Appointment Expires: 8/15/06

SANDY STOUT
Notary Public - State of Kansas
My Appt. Expires 8/15/06

6-15-06
Date

Brian W. Mellies
BRIAN W. MELLIES

STATE OF)
) SS.
COUNTY OF)

On this 15 day of June, 2006, before me a Notary Public in and for the above State and County, personally appeared BRIAN W. MELLIES, to me known and known to me to be the person of that name who signed and sealed the above instrument, and he acknowledged the same to be his free act and deed.

Sandy Stout

Notary Public

My Appointment Expires: 8/15/06

SANDY STOUT
Notary Public - State of Kansas
My Appt. Expires 8/15/06

PATENT