

# PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
Curtis E. Lynch		08/17/2004
RECEIVING PARTY DATA		
Name:	Jupiter Transportation Company	
Street Address:	4316 39th Avenue	
City:	Kenosha	
State/Country:	WISCONSIN	
Postal Code:	53144	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	5722677	
CORRESPONDENCE DATA		
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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ATTORNEY DOCKET NUMBER:	2309-CIP	
NAME OF SUBMITTER:	David W. Okey	
Total Attachments: 2 source=LynchAssignment#page1.tif source=LynchAssignment#page2.tif		

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## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment") is between Curtis E. Lynch (the "Assignor") and Jupiter Transportation Company and its direct or indirect subsidiaries ("Assignee"), effective as of the date of signature, below.

### RECITALS

A. Assignor, employed by Assignee, was involved in the development of certain intellectual property assets.

B. Assignor acknowledges an obligation and desires to assign to Assignee all rights to any and all intellectual property created or developed during said employment.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the recitals, covenants and agreements set forth herein, Assignor assigns the intellectual property as follows:


1. Assignment of Intellectual Property. Assignor hereby assigns to Assignee, its successor(s) and assign(s) all rights, title and interest in every invention or improvement, trade or service mark, and work of authorship, whether or not patentable, registrable or copyrightable (the "Intellectual Property"), and in every patent, trademark or copyright application or patent, trademark or copyright registration which may issue therefrom, which Assignor conceived, developed or created during the term of his employment with Assignee. Intellectual Property includes, without limitation, any and all designs, devices, components, circuits, techniques, processes and systems, whether of a technical or business nature, together with any improvement thereto, conceived, created or developed alone or with others, which in any manner relates to Assignor's services or employment with Assignee. Such rights, title and interest, including the right of standing to sue for all past and present infringement, are the exclusive property of Assignee. This assignment of Intellectual Property is granted free and clear of all security interests, liens, encumbrances, claims or interests of any kind or nature.

2. Assignor Assistance. Assignor agrees, upon the request of Assignee, its successor(s) and assign(s) and without further consideration, to sign all papers and documents which, in the opinion of Assignee or such successor or assign, are necessary to file, prepare, prosecute or obtain title to applications for United

States, international or foreign patents, trademarks or copyrights on any such Intellectual Property, or are necessary or appropriate for compliance with the terms of this Agreement. In particular, Assignor agrees to fully comply with every request by Assignee, its successor(s) and assign(s) to execute and deliver any applications, assignments or other documents reasonably required to protect its interests in the Intellectual Property. Assignor will cooperate hereunder, without further consideration and at the expense of Assignee, its successor(s) and assign(s), in the prosecution and/or defense of any litigation in connection with the Intellectual Property.

3. Assignment of Accrued Enforcement Rights. Assignor hereby assigns and transfers to Assignee, its successor(s) and assign(s) any and all claims for causes of action for intellectual property infringement that may have accrued, together with the right to bring suit for and/or initiate any proceeding to collect any and all damages arising from said claims or causes of action.

4. Facsimile Signature. This Assignment may be executed by facsimile and a signed facsimile copy shall be binding.

  
Curtis E. Lynch

8-17-04  
Date