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Patent

To the Hon. Commissioner of Patents & Trademarks:

DOCKET #

Please record the attached original or copy thereof **FINANCE SECTION**

KU-02PCT

7.31.06
1- Name of conveying party(ies): Fritz Tibussek and Peter Heinrichs

2- Assignee(s): Wirth Maschinen- und Bohrgeräte-Fabrik GmbH
Address(es): Kölner Str. 71-73, 41812 Erkelenz, Germany

3- Nature of Conveyance:

☒ Assignment ☐ Change of Name
☐ Merger ☐ Security Agreement
☐ Other:

EXECUTION DATE: February 4, 2006 and January 30, 2006, respectively

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:

A) Application number(s):
10/556,495 Int. filed May 7, 2004

B) Patent number(s):

5- Name and Address of party to whom correspondence concerning document should be mailed: **Friedrich Kueffner**
317 Madison Avenue
New York, NY 10017
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6- Total number of applications and patents involved: 1

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(40.00 DP)

7- TOTAL FEE (37 CFR 3.41): \$ 40.00

✓ Enclosed form PTO-2038

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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.

Friedrich Kueffner

Reg. No.: 29,482

Name of Person Signing



Signature

July 28, 2006

Date

Total number of pages including cover sheet, attachments, and document: 5

A S S I G N M E N T

In consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, We the undersigned, **Fritz Tibussek and Peter Heinrichs** (hereinafter referred to as "ASSIGNOR(S)").

Hereby sell, assign and transfer to **Wirth Maschinen- und Bohrgeräte-Fabrik GmbH** (hereinafter referred to as "ASSIGNEE"), a corporation of **Germany**, having a place of business at **Kölner Str. 71-73, 41812 Erkelenz, Germany**, its successors, assigns and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent, which has been executed by the undersigned concurrently herewith, and is entitled:

DEVICE FOR DRILLING A BORE IN THE GROUND

and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements;

Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name, and that, when requested, without charge to but at the expense of said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers, communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date: 04.02.2006

Fritz Tibussek
Fritz Tibussek

Ingrid Tibussek
Witness
Ingrid Tibussek

Arno Severin
Witness
Arno Severin

Date: 30.1.06

Peter Heinrichs
Peter Heinrichs

Manfred Schwenzler
Witness
Manfred Schwenzler

Frank Lengersdorf
Witness
FRANK LENGERSDORF