

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	ASSIGNMENT
-----------------------	------------

CONVEYING PARTY DATA

Name	Execution Date
Overhead Door Corporation	07/31/2006

RECEIVING PARTY DATA

Name:	Systems, Inc.
Street Address:	W194 N11481 McCormick Drive
City:	Germantown
State/Country:	WISCONSIN
Postal Code:	53022

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	5348437
Patent Number:	5781953
Patent Number:	5784740
Patent Number:	6112353
Patent Number:	6163913
Patent Number:	6205606
Patent Number:	6409452
Patent Number:	6473926
Patent Number:	6476572
Patent Number:	6481038

CORRESPONDENCE DATA

Fax Number: (414)321-0368
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 414-321-4560
 Email: david.affeldt@affeldtlaw.com

OP \$400.00 5348437

Correspondent Name: Attorney David A. Affeldt
Address Line 1: 8741 West National Avenue
Address Line 4: West Allis, WISCONSIN 53227

NAME OF SUBMITTER:

David A. Affeldt

Total Attachments: 5

source=Patent Assignment Agreement#page1.tif

source=Patent Assignment Agreement#page2.tif

source=Patent Assignment Agreement#page3.tif

source=Patent Assignment Agreement#page4.tif

source=Patent Assignment Agreement#page5.tif

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this "*Agreement*"), dated as of July 31, 2006, is made and entered into by and between OVERHEAD DOOR CORPORATION, an Indiana corporation ("*Assignor*") and SYSTEMS, INC., a Wisconsin corporation ("*Assignee*").

RECITALS:

A. Pursuant to that certain Asset Purchase Agreement, dated May 31, 2006, between Assignor and Assignee (the "*Asset Purchase Agreement*"), Assignee has agreed to sell, transfer, convey, assign and deliver to Assignee all right, title and interest of Assignor in, to and under the Assets (as defined in the Asset Purchase Agreement), including the Intellectual Property.

B. The Intellectual Property includes certain patents and patent applications used in the operation of the McGuire Division and listed on Schedule A (the "*Patents*").

C. Pursuant to the Asset Purchase Agreement, Assignor agreed at the Closing to transfer, convey, assign and deliver to Assignee the Patents.

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained in this Agreement and the Asset Purchase Agreement, the parties hereto hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers and delivers to Assignee all of its right, title and interest in, to and under the Patents, together with the goodwill associated with the operations of the McGuire Division symbolized by the Patents free and clear of all Liens other than Permitted Liens (each as defined in the Asset Purchase Agreement).
2. No Expansion of Right. This Agreement, being further documentation of the conveyances, transfers, assignments and assumptions contemplated by the Asset Purchase Agreement, neither expands upon nor limits the rights, benefits, responsibilities, liabilities or obligations of the parties to the Asset Purchase Agreement provided therein and thereunder.
3. Asset Purchase Agreement Controls. In the event of a conflict between provisions of this Agreement, on the one hand, and provisions of the Asset Purchase Agreement, on the other hand, the provisions of the Asset Purchase Agreement shall control.
4. Miscellaneous.
 - (a) Successors and Assigns. This Agreement will be binding upon Assignor and Assignee and their respective successors and assigns, and will inure to the benefit of Assignor and Assignee and their respective successors and assigns.
 - (b) Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICT OF LAWS THEREOF.

(c) Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be signed by their duly authorized officers as of the date first above written.

ASSIGNOR:

OVERHEAD DOOR CORPORATION

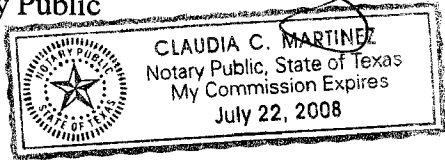
By: Charles A. Miller
Name: Charles A. Miller
Title: VP Business Development

STATE OF TEXAS)
)
COUNTY OF DENTON)

On this the 27th day of JULY, 2006, before me personally appeared CHARLES A. MILLER, to me personally known, who being by me duly sworn said and acknowledged that [he/she] is the VP, BUSINESS DEVELOPMENT of Overhead Door Corporation, and that [he/she] signed the foregoing instrument on behalf of said corporation and as the free act and deed of said corporation.

Subscribed and sworn to before me this 27th day of JULY, 2006

Claudia C. Martinez
Notary Public



ASSIGNEE:

SYSTEMS, INC.

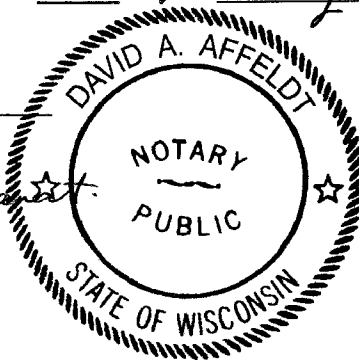
By: Edward M. McGuire
Name: EDWARD M. GUILRE
Title: PRESIDENT

STATE OF WISCONSIN)
)
COUNTY OF WASHINGTON)

On this the 31st day of July, 2006, before me personally appeared Edward McGuire, to me personally known, who being by me duly sworn said and acknowledged that ~~[he/she]~~ is the President of Systems, Inc., and that ~~[he/she]~~ signed the foregoing instrument on behalf of said corporation and as the free act and deed of said corporation.

Subscribed and sworn to before me this 31st day of July, 2006

David A. Affeldt
Notary Public, Wisconsin
My commission is permanent.



SCHEDULE A

COUNTRY	PATENT NO. (OR APPLICATION NO.)	ISSUE DATE (OR APPLICATION DATE)	TITLE
United States	5,348,437	09/20/1994	Vehicle Restraining Apparatus
United States	5,781,953	07/21/1998	Dock Leveler Ramp
United States	5,784,740	07/28/1998	Dock Leveler
United States	6,112,353	09/05/2000	Dock Leveler Lip Actuating Mechanism
United States	6,163,913	12/26/2000	Dock Leveler
United States	6,205,606	03/27/2001	Vertically Stored Dock Leveler
United States	6,409,452	06/25/2002	Electrically Actuated Vehicle Restraint Apparatus
United States	6,473,926	11/05/2002	Cross Traffic Legs For Dock Leveler
United States	6,476,572	11/05/2002	Power Supply System And Method For Dock Equipment
United States	6,481,038	11/19/2002	Self Releasing Holddown Mechanism For Dock Leveler
Canada	2215583	08/09/2005	Dock Leveler