

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>William A. Bastian II</td><td>01/24/2007</td></tr><tr><td>Elizabeth Sobota</td><td>01/24/2007</td></tr></tbody></table>		Name	Execution Date	William A. Bastian II	01/24/2007	Elizabeth Sobota	01/24/2007				
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RECEIVING PARTY DATA											
<table border="1"><tr><td>Name:</td><td>Bastian Material Handling, LLC</td></tr><tr><td>Street Address:</td><td>9820 Association Ct.</td></tr><tr><td>City:</td><td>Indianapolis</td></tr><tr><td>State/Country:</td><td>INDIANA</td></tr><tr><td>Postal Code:</td><td>46204</td></tr></table>		Name:	Bastian Material Handling, LLC	Street Address:	9820 Association Ct.	City:	Indianapolis	State/Country:	INDIANA	Postal Code:	46204
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PROPERTY NUMBERS Total: 1											
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CORRESPONDENCE DATA											
Fax Number: (317)637-7561 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone: (317) 634-3456											
Email: cps@uspatent.com											
Correspondent Name: Charles P. Schmal											
Address Line 1: Woodard, Emhardt, Moriarty, et al.											
Address Line 2: 111 Monument Circle, Suite 3700											
Address Line 4: Indianapolis, INDIANA 46204											
ATTORNEY DOCKET NUMBER:	3436-27										
NAME OF SUBMITTER:	Charles P. Schmal										
Total Attachments: 4 source=3436-27 Assignment#page1.tif source=3436-27 Assignment#page2.tif											

OP \$40.00 11626869

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PATENT
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ASSIGNMENT

William A. Bastian II, of 13333 Six Points Road, Carmel, Indiana 46032, and
Elizabeth Sobota, of 6735 W. Woodcrest Drive, Greenfield, Indiana 46140

(hereafter referred to as the "Assignor," either singularly or collectively as appropriate) has made certain inventions in **THREE-DIMENSIONAL AUTOMATED PICK MODULE** (hereinafter referred to as the "Inventions") invented by the Assignor and as, at least in part, described in United States Patent Application No. 11/626,869, which was filed on January 25, 2007, and is further identified by attorney docket number 3436-27 (hereinafter referred to as the "Application"). In the event the application number and/or filing date of the Application are not known and/or written above at the time this Assignment is executed, the Assignor hereby authorizes and requests the firm of Woodard, Emhardt, Moriarty, McNett & Henry LLP of 111 Monument Circle, Suite 3700, Indianapolis, Indiana 46204-5137 to insert above the date and/or application number of the Application when officially known.

For good, valuable, and sufficient consideration to the Assignor, the receipt of which is hereby acknowledged, the Assignor does hereby sell, assign, and transfer unto Bastian Material Handling, LLC, a Domestic Limited Liability Company of the State of Indiana, having a principal place of business at 9820 Association Ct., Indianapolis, IN 46204 (hereinafter referred to as the "Assignee") all of the entire worldwide right, title, and interest, together with all rights of priority in, to, and under the Inventions and the portions of any and all applications or patents based on or arising from the Inventions in all countries, United States and foreign, and under any applicable treaty or convention, including all rights of action for infringement, whether committed or accruing before or after the effective date of this assignment, to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made. This sale, assignment, and transfer includes, but is not limited to:

- (i) the inventions disclosed, described, claimed, and/or intended to be in the Application;
- (ii) the Application, the portions of any and all applications based on or arising from the Application, and the portions of any and all applications based on or arising from the Inventions, including provisional, utility, design, plant and petty patent applications, and any and all divisions, continuations, continuations-in-part, substitutes, extensions, re-examinations and reissues thereof; and
- (iii) any and all patents obtained from the Application, the portions of any and all patents based on or arising from the Application, and the portions of any and all patents based on or arising from the Inventions, including utility, design, plant and petty patents, and any and all divisions, continuations, continuations-in-part, substitutes, extensions, re-examinations and reissues thereof.

This Assignment is hereby made effective as of the earliest conception date of the Inventions, which is no later than the above-identified filing date of the Application.

The Assignor hereby COVENANTS AND WARRANTS that the Assignor has not executed and shall not execute any writing or perform any act whatsoever conflicting with this Assignment. This covenant and warranty includes, but is not limited to, a representation to the Assignee that no assignment, grant, mortgage, license, encumbrance and/or other agreement affecting any of the right, title, interest, and priority in, to, and under the Inventions and the portions of any and all applications or patents based on or arising from the Inventions herein conveyed, including rights of action for infringement, has been made to any party by the Assignor, and that the full right and authority to convey the same as herein expressed is possessed by the Assignor.

The Assignor hereby further COVENANTS AND WARRANTS that the Assignor will, without further consideration or payments to Assignor but at Assignee's expense, perform the following as relating to the Inventions and the portions of any and all applications or patents based on or arising from the Inventions in all countries, United States and foreign, and under any applicable treaty or convention:

- (i) communicate any and all facts and information, including facts and information relating to the entire right, title, and interest, together with all rights of priority in, to, and under the Inventions, known to the Assignor, respecting the Inventions and the portions of any and all applications or patents based on or arising from the Inventions, to the Assignee and the Assignee's affiliates, legal representatives and successors ;
- (ii) sign, execute and deliver any and all other papers necessary or desirable to perfect the title to all of the entire right and interest, together with all rights of priority in, to, and under the Inventions and the portions of any and all applications or patents based on or arising from the Inventions, including all rightful oaths, declarations, assignments, powers of attorney and other related papers, in and for the use of the Assignee and the Assignee's affiliates, legal representatives and successors;
- (iii) testify in any legal or quasi-legal proceedings regarding any and all facts known to the Assignor relating to the Rights and the portions of any and all applications or patents based on or arising from the Inventions, as requested by the Assignee and the Assignee's affiliates, legal representatives and successors; and
- (iv) generally do everything reasonable to aid in securing, maintaining and enforcing proper protection for all of the Rights and the portions of any and all applications or patents based on or arising from the Inventions in the Assignee and the Assignee's affiliates, legal representatives and successors.

The Assignor hereby authorizes and requests the Honorable Commissioner for Patents to issue any aforesaid patent to the Assignee and the Assignee's affiliates, legal representatives and successors.

This Assignment shall be governed and construed in accordance with the laws of the United States, and in particular in accordance with the laws of the State of Indiana. It is further understood that Assignor consents to the courts of Indiana in connection with any dispute arising under the Assignment. If any provision of this Assignment shall be ruled invalid or unenforceable by a court of law, all remaining provisions shall survive intact and remain enforceable.

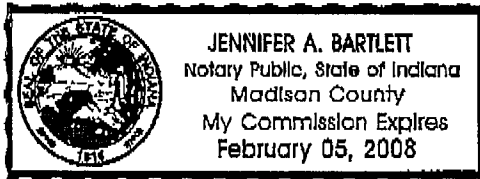
WITNESS Assignor's hand this 24th day of JANUARY, 2007.

William A. Bastian II
William A. Bastian II

STATE OF Indiana)
) : SS
COUNTY OF Hamilton)

Before me, a Notary Public, in and for the County and State, personally appeared the above-named Assignor, William A. Bastian II, who executed the foregoing Assignment in my presence and acknowledged the execution thereof as their free and voluntary act and deed for the uses and purposes therein set forth and expressed.

WITNESS my hand and Notarial Seal this 24th day of January, 2007.



Jennifer A. Bartlett
Notary Public

Printed Name: Jennifer A. Bartlett

Resident of Madison County

My Commission Expires:

February 5, 2008

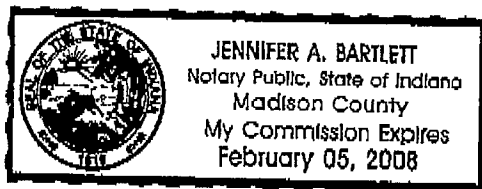
WITNESS Assignor's hand this 24th day of January, 2007.

Elizabeth Sobota
Elizabeth Sobota

STATE OF Indiana)
COUNTY OF Hamilton) : SS

Before me, a Notary Public, in and for the County and State, personally appeared the above-named Assignor, Elizabeth Sobota, who executed the foregoing Assignment in my presence and acknowledged the execution thereof as their free and voluntary act and deed for the uses and purposes therein set forth and expressed.

WITNESS my hand and Notarial Seal this 24th day of January, 2007



Jennifer A Bartlett
Notary Public

Printed Name: Jennifer A Bartlett

Resident of Madison County

My Commission Expires:

February 5, 2008