

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Ranch Manufacturing Co.	08/31/2007
RECEIVING PARTY DATA	
Name:	Dragon ESP, Ltd.
Street Address:	1655 Louisiana
City:	Beaumont
State/Country:	TEXAS
Postal Code:	77701
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6761414
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	504124.000016
NAME OF SUBMITTER:	Deborah L. Lively
Total Attachments: 5	
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PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (the "Agreement"), dated August 31, 2007, is made by and between **RANCH MANUFACTURING CO.**, a Colorado corporation ("Assignor"), and **DRAGON ESP, LTD.**, a Texas limited partnership ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of all right, title and interest in and to the invention listed on Exhibit A to this Agreement, including all embodiments of the invention heretofore conceived (the "Invention") for which the patent identified thereon was issued with the United States Patent and Trademark Office (the "Patent"); and

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated August 31, 2007, pursuant to which Assignor agreed to transfer all rights in the Invention and the Patent to Assignee; and further

WHEREAS, Assignee desires to acquire, and Assignor has agreed to assign, all of Assignor's right, title and interest in and to the Invention and the Patent, and all reissues, substitutions, reexaminations and extensions thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective as of September 4, 2007, Assignor does hereby assign, transfer and convey unto Assignee all of Assignor's right, title and interest in and to the Invention and the Patent, and all reissues, substitutions, reexaminations, divisions, continuations, continuations-in-part, foreign counterparts, and extensions thereof, including without limitation (i) the right to file and prosecute applications and obtain patents, utility models, industrial models and designs for said Invention in Assignee's own name, (ii) all rights of priority, (iii) all rights to publish cautionary notices reserving ownership of said Invention, (iv) all rights to register said Invention in appropriate registries, and (v) the right to recover damages and profits for past infringement thereof.

2. Assignor hereby covenants and agrees to assist and cooperate fully with Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Assignor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (i) for perfecting in said Assignee the right, title and interest herein conveyed, (ii) for complying with any duty of disclosure, (iii) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Invention and Patent, (iv) for filing and prosecuting an application for reissue of said Patent, (v) for interference or other priority proceedings involving said Invention and Patent, and (vi) for legal proceedings

involving said Invention and Patent, any application therefor and any patents granted thereon, including without limitation opposition proceedings, compulsory licensing proceedings, infringement actions and court actions, provided, however, that the expenses incurred by said Assignor in providing such cooperation shall be paid for by Assignee.

3. The terms of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignor.

4. Assignor hereby warrants and represents that it has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of Colorado.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Assignment effective as of the date first above written.

ASSIGNOR:

RANCH MANUFACTURING CO.

By: 

William R. Carter, President
WC

ASSIGNEE:

DRAGON ESP, LTD.

By: The Modern Group GP-Sub, Inc.,
its sole general partner

By: _____
Casey Crenshaw, Vice President

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Assignment effective as of the date first above written.

ASSIGNOR:

RANCH MANUFACTURING CO.

By: _____
William R. Carter, President

ASSIGNEE:

DRAGON ESP, LTD.

By: The Modern Group GP-Sub, Inc.,
its sole general partner


By:  _____
Casey Crenshaw, Vice President

EXHIBIT A

U.S. REG NO.	TITLE	REG. DATE
6,761,414 B1	Top Hinged Gravity, Floating and Power Self-Opening Gate for Dump Body	July 13, 2004