

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Larry P. Young	02/05/2008
RECEIVING PARTY DATA	
Name:	Telpro, Inc.
Street Address:	7251 South 42nd Street
City:	Grand Forks
State/Country:	NORTH DAKOTA
Postal Code:	58201
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12027060
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	TELP-005
NAME OF SUBMITTER:	Michael S. Neustel
Total Attachments: 2 source=AssignmentAgreementTELP005#page1.tif source=AssignmentAgreementTELP005#page2.tif	

OP \$40.00 12027060

ASSIGNMENT OF RIGHTS

WHEREAS, I, **Larry P. Young**, a citizen of the United States (hereinafter "Assignor"), have invented a certain new and useful invention entitled **Dual Drive Winch System** (hereinafter "Invention") described in the patent application filed herewith (Attorney Docket No. TELP-005); and

WHEREAS, **Telpro Inc.**, a corporation organized in the State of North Dakota, having a place of business at 7251 South 42nd Street, Grand Forks, ND 58201 (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Invention and all Letters Patent of the United States and Letters Patent in any and all foreign countries which may be obtained therefore.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, I do hereby sell, assign, transfer and set over unto said Assignee, its successors, assigns and legal representatives the entire right, title and interest in and to:

- (i) said Invention;
- (ii) United States Patent Application No. 12/027,060 filed in the United States Patent and Trademark Office on 2/6/08 entitled **Dual Drive Winch System**, along with all rights to claim priority therefrom and/or thereto;
- (iii) all patents of the United States and in any and all foreign countries which may be issued for said Invention, along with all rights to claim priority therefrom and/or thereto;
- (iv) all patent applications, continuations, continuations-in-part, divisionals, reexaminations and reissues of said Invention as described in the above-mentioned patent application in the United States and in any and all foreign countries, along with all rights to claim priority therefrom and/or thereto; and
- (v) all claims for damages by reason of past infringement with the right to sue for and collect the same and obtain all other possible remedies for its own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives;

as fully and completely as the same would have been held by me had this Assignment and sale not been made. The above-said entire right, title and interest shall vest irrevocably in said Assignee.

I further agree upon request, without additional compensation but at no expense to myself, to execute or assent to foreign applications, and to execute all other legal documents as may be necessary or desirable to vest the enjoyment of the said entire right, title and interest hereby transferred in Assignee, its legal representatives, successors and assigns, or as the Assignee may direct. I specifically agree to, but without limitation, the following when requested by Assignee:

- (i) I will communicate to Assignee all facts known to me respecting said Invention;
- (ii) I will, as and when requested by Assignee, execute all lawful papers which Assignee may deem advisable for carrying out the true purposes and intent hereof, including all lawful oaths and affidavits, one or more written confirmations of this Agreement, all applications for Letters Patent in foreign countries and all divisional, continuation, reissue and substitute applications for Letters Patent for said Invention; and
- (iii) I will testify in any legal proceedings which involve said Invention or any Letters Patent granted therefore.

The Attorney of Record is hereby authorized to insert the Serial Number and filing date in any above blank spaces when received from the U.S. Patent and Trademark Office. I hereby authorize and request the Commissioner of Patents and Trademarks to issue any Letters Patent of the United States which may be issued for said Invention to the said Assignee, its legal representatives, successors and assigns, as the sole owner of the entire right, title and interest in and to said patents and inventions covered thereby. I acknowledge and agree that the obligations recited herein are binding upon me and my heirs, executors, administrators and assigns forever.

This Agreement and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the State of North Dakota, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary, and without the aid of any canon, custom or rule of law requiring construction against the draftsman.

Larry P. Young
Larry P. Young

2-5-08
Date

STATE OF NORTH Dakota)
COUNTY OF Grand Forks)

On this 5th day of February, 2008, before me, a notary public within and for said County and State, personally appeared **Larry P. Young**, to me known to be the person described in and who executed the foregoing instrument.

Melissa R. Johnson
Notary Public

My Commission Expires: February 16, 2013

