

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
Jerry Otto		06/10/2005
RECEIVING PARTY DATA		
Name:	Allan Otto	
Street Address:	1377 4th Street North	
City:	Havre	
State/Country:	MONTANA	
Postal Code:	59501	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	6520717	
CORRESPONDENCE DATA		
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ATTORNEY DOCKET NUMBER:	J. LYNGBY	
NAME OF SUBMITTER:	Antoinette M. Tease	
Total Attachments: 3 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif		

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PATENT
REEL: 020555 FRAME: 0390

AGREEMENT RE PATENT 6,520,717

This Agreement re Patent 6,520,717 (hereinafter "Agreement") is entered into by and between ALLAN OTTO AND AL'S METAL WORKS, INC., 1377 4TH Street North, Havre, Montana 59501 (hereinafter "ALLAN OTTO") and JERRY OTTO, 9500 Road 710 West, Havre, Montana 59501 (collectively the "parties").

WHEREAS, on April 7, 1999, ALLAN OTTO filed application number 287968 to secure a patent for the Walking Beam Roller Apparatus (hereinafter the "Walk and Roll Packer"), and

WHEREAS, on February 18, 2003, ALLAN OTTO and JERRY OTTO received from the United States Patent and Trademark Office confirmation of the issuance of patent number 6,520,717 recognizing the invention of the Walk and Roll Packer, and

WHEREAS, patent 6,520,717 lists ALLAN OTTO and JERRY OTTO as co-inventors, and

WHEREAS, JERRY OTTO, for valuable consideration, wishes to transfer any and all ownership interest in and control over patent 6,520,717 to ALLAN OTTO and to be relieved of any and all liability arising from said ownership interest and control, and

WHEREAS, ALLAN OTTO wishes to assume exclusive ownership interest in and control over Patent 6,520,717 and to relieve JERRY OTTO of any and all liability arising therefrom,

NOW THEREFORE, the parties agree as follows:

1. ALLAN OTTO agrees to pay JERRY OTTO \$7,500.00 by cash or certified or cashier's check and to assume and acquire upon payment of said sum the sole and exclusive ownership interest in patent 6,520,717.
2. JERRY OTTO agrees to accept \$7,500.00 from ALLAN OTTO, payable by cash or certified or cashier's check, and upon receipt of said sum transfers any and all ownership interest in and control over patent 6,520,717 to ALLAN OTTO.
3. ALLAN OTTO agrees to forfeit and does forfeit any and all claims against JERRY OTTO, past and future, for liabilities and expenses associated with the manufacture and sale of

individual units subject to patent 6,520,717, including parts and materials, labor, advertising, marketing, distributor fees, general business expenses, legal fees, and any other costs integral to the ownership of and control over patent 6,520,717. ALLAN OTTO further agrees to indemnify and hold harmless JERRY OTTO from all claims, losses, expenses, fees, including attorney's fees, costs, and judgments that may be asserted against JERRY OTTO as a result of any acts or omissions of ALLAN OTTO, employees of ALLAN OTTO or AL'S METAL WORKS, INC., if any, in connection with patent 6,520,717.

4. JERRY OTTO agrees that the sum of \$7,500.00 represents just, full and exclusive compensation for his ownership interest in patent 6,520,717 and further agrees to forfeit and does forfeit any and all claims against ALLAN OTTO, past and future, for the proceeds of sales of individual units manufactured pursuant to and subject to the protection of patent 6,520,717.

JERRY OTTO further agrees to forfeit and does forfeit any and all claims against ALLAN OTTO, past and future, for the proceeds of the sale, lease or license of any or all of the alienable rights in patent 6,520,717, including but not limited to the sale or transfer of the entire ownership interest.

5. This Agreement contains the entire agreement by and between the parties. There are no other promises or conditions in any other agreements, written or oral, pertaining to patent 6,520,717 or any individual units that have been or may be manufactured pursuant to and subject to the protection of patent 6,520,717. This Agreement supersedes any prior written or oral agreements between the parties.

6. This Agreement may be modified or amended, but only if the amendment or modification is and in writing and signed by both parties.

7. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If any court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision

it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

8. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

9. This Agreement shall be governed by the laws of the State of Montana

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate.

**ALLAN OTTO and AL'S METAL
WORKS, INC.**

Signature: Allan Otto

Name: Allan Otto

Date: June 10 05

Witness: [Signature]

Witness: Pamela M. Gerner

JERRY OTTO

Signature: Jerry Otto

Name: Jerry Otto

Date: 6-10-05

Witness: [Signature]

Witness: Pamela M. Gerner