

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Donald G. Wheatley	11/15/2007
RECEIVING PARTY DATA	
Name:	Extang Corporation
Street Address:	1901 Ellsworth Road
City:	Ann Arbor
State/Country:	MICHIGAN
Postal Code:	48108
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5121960
CORRESPONDENCE DATA	
Fax Number:	(212)446-4900
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212)446-4800
Email:	hsmith@kirkland.com
Correspondent Name:	Hayley Smith, Senior Legal Assistant
Address Line 1:	Kirkland & Ellis LLP
Address Line 2:	153 East 53rd Street
Address Line 4:	New York, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	5121960 EXTANG
NAME OF SUBMITTER:	Hayley Smith
Total Attachments: 4 source=Donald G. Wheatley to Extang-Assignment of Patent 5121960#page1.tif source=Donald G. Wheatley to Extang-Assignment of Patent 5121960#page2.tif source=Donald G. Wheatley to Extang-Assignment of Patent 5121960#page3.tif source=Donald G. Wheatley to Extang-Assignment of Patent 5121960#page4.tif	

PATENT

500564671

REEL: 021085 FRAME: 0084

CH 5121960 \$40.00

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Agreement") is made by and between Donald G. Wheatley (hereinafter "Assignor") and Extang Corporation, a corporation organized under the laws of the State of Michigan (hereinafter "Assignee").

WHEREAS, in a document dated April 12, 1988, Assignor, in return for valid and adequate consideration, assigned to Assignee all of his "patents and ideas present and future which pertain to Extang's products or business," which document was not previously recorded with the United States Patent Office; and

WHEREAS, the Assignor is the record owner of all right, title and interest in and to the United States Patent listed on Schedule A annexed hereto, which Schedule A is hereby made a part of and incorporated by reference into this Agreement (the "Patent"); and

WHEREAS, the Assignor wishes to assign the Patent to Assignee, and Assignee wishes to obtain from Assignor such Patent, as of the Effective Date, by virtue of the filing of this Agreement.

NOW THEREFORE, in view of the mutual covenants exchanged herein, and for One and No/100 (\$1.00) Dollar paid by Assignee to Assignor and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree that:

1 ASSIGNMENT

Assignor hereby irrevocably assigns and transfers to Assignee, free and clear of any and all liens and encumbrances, effective as of June 17, 1992 ("Effective Date"), all right, title and interest in and to the Patent, together with all associated patent rights to the inventions, disclosures and improvements claimed and disclosed therein and any other intellectual property right associated therewith, for the United States and for all foreign countries, including, without limitation, any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including the subject matter of all claims that may be obtained therefrom, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for lost profits or damages by reason of past, present or future infringement, misappropriation or other unauthorized use of the Patent, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

2 PATENT EXPENSES AND MAINTENANCE

With respect to the Patent, Assignor shall not be responsible for any such costs or expenses incurred in connection with the Patents after the date of execution of this Agreement. Assignee shall bear the burden and expense of any recordation of this Agreement or other documents evidencing this transaction

3. ASSISTANCE AND EXECUTION OF FURTHER DOCUMENTS

Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively carry out the purposes of this Agreement, including, without limitation, with respect to the following: (1) the preparation and prosecution of any applications relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Patent and this Agreement; (3) obtaining any additional patent protection relating to any of the rights assigned herein that Assignee may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) the implementation or perfection of this Agreement in all applicable jurisdictions throughout the world. Assignor hereby authorizes and requests the Director of the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Patent.

4. SUCCESSORS AND ASSIGNS

This Agreement shall be binding on and inure to the benefit of the successors and assigns of Assignor and Assignee.

5. SEVERABILITY

If any part of this Agreement is held void, the remaining parts will not be affected.

6. WAIVER

Any waiver of a breach by either party shall not be waiver of any subsequent breach.

7. APPLICABLE LAW

This Agreement will be governed by the laws of the State of Delaware without regard to the choice of law rules thereof.

8. COMPLETE AGREEMENT

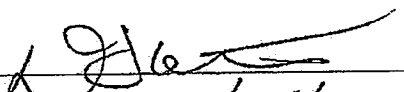
This Agreement contains the entire understanding between the parties in respect to its subject matter. This Agreement supersedes all previous agreements, oral or written, between the parties with respect to this subject matter

9. MODIFICATIONS

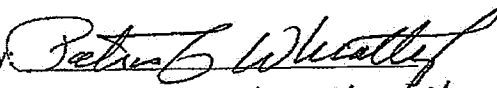
This Agreement may be changed only by written amendment signed by both parties

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed by its duly authorized officer as of the date first above written.

ASSIGNOR: Donald G. Wheatley

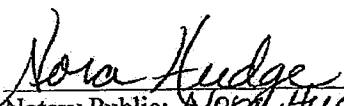

Execution Date: 11/15/2007

ASSIGNEE: Extang Corporation

By: 
Name: Patricia A. Wheatley
Title: Chairman
Execution Date: 11:15:07

STATE OF MICHIGAN)
)
COUNTY OF WASHTENAW)

On this 15th day of November, 2007, before me personally appeared Donald G Wheatley, known to me, who being duly sworn, did depose and say that he is the individual Assignor, described in the foregoing Agreement, and that the foregoing Agreement was made for the purposes and considerations so stated, and that he was authorized to act in making such Agreement.


Notary Public: Nora Hudge
Washtenaw County, Michigan

My commission expires: 1/31/2011
Acting in the County of Oakland

SCHEDULE A

UNITED STATES PATENTS OF DONALD G. WHEATLEY

Title	App. No.	Patent No.	Effective Date
Rail attachment system for tonneau cover	07/612,482	5,121,960	6/16/1992