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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office
Attorney Docket No.: 298-394

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

7-9-08

1. Name of conveying party(ies):
KLAUS-PETER MOLLHAGEN
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: **Liebherr-Werk Biberach GmbH**
Address: **Hans-Lieherr-Strasse 45**
88400 Biberach an der Riss,
GERMANY
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
Execution Date: _____

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is: _____
A. Patent Application No.(s)
12/148,325
B. Patent No.(s)
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Rocco S. Barrese**
DILWORTH & BARRESE, LLP
333 Earle Ovington Blvd.
Uniondale, New York 11553
U.S. PTO Customer No. 28,249

6. Total number of applications and patents involved: 1
7. Total fee (37 CFR 3.41).....s \$40.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: 04-1121
(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
George M. Kaplan (Reg. No. 28,375)
Name of Person Signing *George M. Kaplan* Signature **7/7/08** Date
Total number of pages including cover sheet, attachments, and documents: **3**

PATENT

Attorney Docket No. : 298-394

For: U.S. and/or Foreign Rights
For: U.S. Application or U.S. Patent
By Inventor(s) or Present Owner

ASSIGNMENT OF INVENTION

In consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration,

ASSIGNOR(S): Klaus-Peter Mollhagen

(inventor(s) or person(s) or entity(ies) who own the invention)

(If assignment is by person or entity to whom invention was previously assigned and this was recorded in PTO add the following)

Recorded on _____
Reel _____
Frame _____

hereby sells, assigns and transfers to

ASSIGNEE: Liebherr-Werk Biberach GmbH
Hans-Lieherr-Strasse 45
88400 Biberach an der Riss, Germany

and the successors, assigns and legal representatives of the ASSIGNEE

(complete one of the following)

- the entire right, title and interest
- an undivided _____ percent (_____%) interest for the United States and its territorial possessions

(check the following box if foreign rights are also to be assigned)

- and in all foreign countries, including all rights to claim priority, in and to any and all improvements which are disclosed in the invention entitled:

BUILDING MATERIAL MIXER
(check and complete (a), (b), (c) or (d))

and which is found in

- (a) U.S. patent application executed on even date herewith.
- (b) U.S. patent application executed on _____.
- (c) U.S. application Serial No. 12/148325 filed on April 18, 2008.
- (d) U.S. patent no. _____ issued _____.
 - A change of address to which correspondence is to be sent regarding patent maintenance fees is being sent separately.

(also check (e) if foreign application(s) is also being assigned)

- (e) and any legal equivalent thereof in a foreign country, including the right to claim priority

and, in and to, all Letters Patent to be obtained for said invention by the above application or any continuation, division, renewal, or substitute thereof, and as to letters patent any re-issue or re-examination thereof

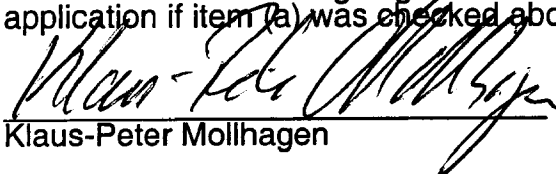
ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, I/We have hereunto set hand and seal this

(Date of signing)

WARNING: Date of signing must be the **same** as the date of execution of the application if item (a) was checked above.


Klaus-Peter Mollhagen

5.6.2008
Date

NOTE: No witnessing, notarization or legalization is necessary. If the assignment is notarized or legalized then it will only be prima facie evidence of execution 35 U.S.C. 261. Use next page if notarization is desired.