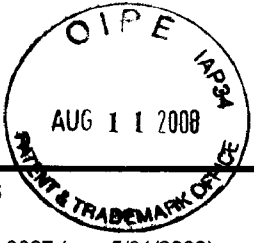


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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Attorney Docket No.: 298-396

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

1. Name of conveying party(ies): James Arthur Whitfield Jr. Michael Kelly Yates

2. Name and address of receiving party(ies) Name: Liebherr Mining Equipment Co. Address: 4100 Chestnut Avenue Newport News, Virginia 23607-2420

Additional name(s) of conveying party(ies) attached? Yes No

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

Execution Date: July 3, 2008

Additional name(s) & address(es) attached? Yes No

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) 12/082,490

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) \$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 Signature Date 8/6/08

Total number of pages including cover sheet, attachments, and documents: 3

Mail documents to be recorded with required cover sheet information to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

01179-08/16

PATENT

Attorney Docket No. : 298-396

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): James Arthur Whitfield Jr. and Michael Kelly Yates

(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 Mining Equip ment Co.
4100 Chestnut Avenue
Newport News, Virginia 23607-2420

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:

A DUMP TRUCK

(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. 12/082490 filed on April 11, 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

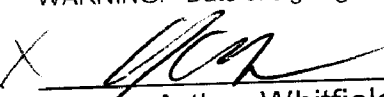
ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

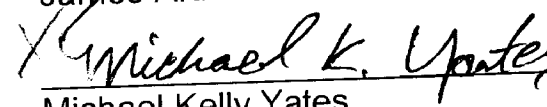
ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation 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.

X 
 James Arthur Whitfield, Jr.

X 
 Michael Kelly Yates

X June 03 2008
 Date

X July 03 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.