PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.	09/09/2008

RECEIVING PARTY DATA

Name:	LINWELL, INC.
Street Address:	1433 Bolton Street
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21217

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6527499

CORRESPONDENCE DATA

Fax Number: (602)382-6070

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 6023826000

Email: hsobelman@swlaw.com

Correspondent Name: SNELL & WILMER L.L.P. (MAIN)

Address Line 1: ONE ARIZONA CENTER, 400 E VAN BUREN ST

Address Line 2: HOWARD I SOBELMAN

Address Line 4: PHOENIX, ARIZONA 85004-2202

ATTORNEY DOCKET NUMBER: 55789.0100

NAME OF SUBMITTER: Howard I Sobelman

Total Attachments: 3

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> PATENT REEL: 021531 FRAME: 0164

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ASSIGNMENT OF PATENTS

(from TRS)

This ASSIGNMENT OF PATENTS ("Assignment"), effective as of this 5th day of September, 2008 ("Effective Date"), is from American Express Travel Related Services Company, Inc., a New York corporation ("Assignor"), and Linwell, Inc., a Maryland corporation ("Assignee").

WHEREAS, Assignor previously entered into a Royalty Agreement with Assignee, dated September 5, 2008 ("Royalty Agreement");

WHEREAS, Assignor is the owner by respective assignment of the patents and patent application identified on the attached <u>Schedule A1</u> (the "Patents"); and

WHEREAS, pursuant to the Royalty Agreement, Assignee desires to acquire the Patents and Assignor desires to assign its rights in the Patents to Assignee.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to it, receipt of which is hereby acknowledged, Assignor hereby sells and assigns to Assignee all of Assignor's right, title and interest, in all countries, in and to the Patents, and all divisions, renewals and continuations thereof, and all Patents which may be granted thereon, including any and all reissues, extensions, renewals, reexaminations thereof, to the full end of the term or terms for which such Patents issue, such entire right, title and interest to be held and enjoyed by the above-named Assignee the same as they would have been held and enjoyed by Assignor had this Assignment not been made.

Upon reasonable request by Assignee, Assignor will execute additional documents and take other action as may be necessary or desirable to record or memorialize the assignments of the Patents set forth herein, and to vest in Assignee such right, title, and interest in and to the Patents as granted to Assignee.

The parties hereby agree this Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of law thereof.

This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns, and may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Assignment to produce or account for more than one set of counterparts signed by all of the parties.

PATENT REEL: 021531 FRAME: 0165 No waiver, modification or change of any of the provisions of this Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced

* * * * *

IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of Assignor and Assignee, hereby execute this Assignment to take effect on the Effective Date.

SMIE OF NE	Valv	
COUNTY OF N		ASSIGNOR:
	SEFOLE ME THIS	AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.
974 BAY OF	\$EPT. 2008.	BY: Thomas
		NAME: Stephen P. Norman
	DEBRA COLLINS	DATE: Secretary 9, 2008
[Notary]	NOTARY PUBLIC, STATE OF NEW YOU #01CO4871931 QUALIFIED IN BRONX COUNTY	,
•	CERTIFICATE FILED IN NEW YORK CO COMMISSION EXPIRES 9-8-10	OUNTY
	Executed and accepted by:	ASSIGNEE:
		BY: Length Brunchelo
		NAME: Wendell B. Leimbach
		TITLE: President
[Notary]		DATE: 4/5/00 Shalles
		Embossed Hereon is My Baltimore City, Maryland Notary Public Seai My Cernmission Expires September 1, 2009 NOSEPH LIBERCCI

PATENT REEL: 021531 FRAME: 0166

Canada AUTOMATED TIRE LOADING/ UNLOADING SYSTEM AND TIRE		TRANSPORT FRAME	UNLOADING SYSTEM AND TIRE	United States AUTOMATED TIRE LOADING/		Country Title
OADING/ M AND TIRE		-	M AND TIRE	OADING/		
2,399,038	de la companya de la			09/775,910	Number	Application
2,399,038				5,910 6,527,499	Number	Patent
01/09/2007				03/04/2003		Grant Date

PATENT REEL: 021531 FRAME: 0167

RECORDED: 09/16/2008