

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Martin Otema	10/17/2008
RECEIVING PARTY DATA	
Name:	Rotary Lift, a Division of Dover Industries Inc.
Street Address:	2700 Lanier Drive
City:	Madison
State/Country:	INDIANA
Postal Code:	47250
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6059263
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	0000PCO.0514229
NAME OF SUBMITTER:	Andrew B. Ulmer
Total Attachments: 3 source=0514229_Assignment_10-22-08#page1.tif source=0514229_Assignment_10-22-08#page2.tif source=0514229_Assignment_10-22-08#page3.tif	

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PATENT

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ASSIGNMENT AGREEMENT

WHEREAS Martin Otema (hereinafter "Assignor"), of the residence indicated below, is the owner of the entire right, title, and interest in and to U.S. Patent No. 6,059,263, entitled "Automotive Alignment Lift," issued May 9, 2000 (hereinafter the "Patent").

WHEREAS U.S. Patent No. 6,059,263 expired prematurely on June 9, 2008, for Assignor's unintentional failure to pay a maintenance fee to the U.S. Patent and Trademark Office.

WHEREAS Assignor filed a petition to accept a late payment of the maintenance fee for U.S. Patent No. 6,059,263 on July 3, 2008 (hereinafter "the Petition").

WHEREAS Assignor hereby confirms that Assignor's failure to pay the maintenance fee to the U.S. Patent and Trademark Office by June 9, 2008 was indeed unintentional, and that Assignor filed the Petition with all due diligence upon discovery that the June 9, 2008 maintenance fee payment deadline had been unintentionally missed.

WHEREAS the U.S. Patent and Trademark Office granted the Petition on August 29, 2008, thereby reinstating U.S. Patent No. 6,059,263.

WHEREAS Canadian Patent Application No. 2,235,187, entitled "Automotive Lift," filed April 20, 1998, has gone abandoned, and has been deemed dead by the Canadian Intellectual Property Office as of April 20, 2005.

WHEREAS Assignor was the sole owner of the entire right, title, and interest in and to Canadian Patent Application No. 2,235,187 on and as of April 20, 2005.

WHEREAS Assignor cannot and will not undertake any efforts to revive or otherwise reinstate Canadian Patent Application No. 2,235,187, such that Canadian Patent Application No. 2,235,187 will remain abandoned and dead.

WHEREAS Rotary Lift, a Division of Dover Industries Inc., a corporation having a principal place of business at 2700 Lanier Drive, Madison, Indiana 47250, and its successors, assigns, and legal representatives (hereinafter "Assignee") desires to secure the entire right, title and interest in and to the Patent.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, the Assignor and Assignee agree as follows:

1. Assignor hereby sells, assigns and transfers to Assignee the entire right, title and interest in and to the Patent and any other applications to which the Patent claims priority benefit, including but not limited to related provisional applications, any other patent applications based in whole or in part upon the Patent in any country excluding Canada (including divisional, renewal, substitute, continuation, and continuation-in-part applications),

and all patents which may be granted thereon (including all reissues, reexaminations, and extensions thereof) in reference to Automotive Lifts and Vehicle Lifts only.

2. Assignor hereby agrees, without expense to Assignor but without further consideration other than costs, to carry out in good faith the intent and purpose of this Assignment Agreement by doing everything reasonably possible which Assignee shall consider desirable for aiding in securing, maintaining, and enforcing proper protection for the Patent and for vesting title in Assignee to the Patent, at Assignee's sole cost and expense. To the extent that Assignor provides any aid relating to enforcement of the Patent, Assignee shall provide reasonable compensation to Assignor for such aid. However, such reasonable compensation shall not be based in any way on any award obtained by Assignee through an action enforcing the Patent.

3. Assignor hereby represents and warrants that Assignor has the full right to convey to Assignee the entire interest in and to the Patent, and that Assignor has not executed, and will not execute, any agreement in conflict herewith.

4. Assignor hereby represents that the Patent has never been involved in any litigation in any forum anywhere in the world; and that the Patent is not now involved in any litigation in any forum anywhere in the world.

5. In exchange for the above, Assignee agrees to pay to Assignor a lump sum of \$15,000 (U.S.), the adequacy of which Assignor acknowledges. The \$15,000 (U.S.) shall be paid within 10 days of receipt by Assignee of a copy of this Assignment Agreement executed by Assignor. If Assignee fails to pay the \$15,000 (U.S.) to Assignor within this 10 day period of time, then this Assignment Agreement shall be null and void.

6. Assignee shall pay Assignor's reasonable legal costs in the preparation, negotiation and conclusion of this Agreement, such costs not to exceed CAN\$1,000.

7. Assignor hereby covenants that this Assignment Agreement shall be binding upon Assignor's heirs, successors, and legal representatives.

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Assignor: Martin Otema

Signature:

Full Name:

Residence:

Martin Otema

15 PINE RIDGE DRIVE

TORONTO, ONTARIO

CANADA M1M 2X4

Date: OCT-17/08

PROVINCE OF ONTARIO)
) SS:
COUNTY OF _____)

On this 17th day of OCT., 2008, personally appeared before me MARTIN OTEMA, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to on this Assignment, and acknowledged that he executed the same.

Notary Public: [Signature]

My Commission Expires: _____

Assignee: Rotary Lift, a Division of Dover Industries Inc.

Signature:

Full Name:

Title:

Address:

JOHN L. PODCZKOWSKI

GENERAL MANAGER - RLISA

2700 LANIER DRIVE

MADISON, INDIANA 47250

U.S.A.

Date: 9/26/08

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