

# PATENT ASSIGNMENT

Electronic Version v1.1

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Rex D. PUTNAM	04/02/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	B&W Custom Truck Beds, Inc.
<b>Street Address:</b>	1216 Highway 224, P.O. Box 186
<b>City:</b>	Humboldt
<b>State/Country:</b>	KANSAS
<b>Postal Code:</b>	66748-0186
<b>PROPERTY NUMBERS Total: 7</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7055845
Patent Number:	6971660
Patent Number:	6908093
Patent Number:	6824157
Patent Number:	6467793
Patent Number:	6409202
Patent Number:	5513869
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(269)381-5465
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	269-381-1156
<b>Email:</b>	docket@flynnthiel.com
<b>Correspondent Name:</b>	Flynn, Thiel, Boutell & Tanis, P.C.
<b>Address Line 1:</b>	2026 Rambling Road
<b>Address Line 4:</b>	Kalamazoo, MICHIGAN 49008-1631

CH \$280.00 7055845

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**PATENT**  
**REEL: 022542 FRAME: 0118**

ATTORNEY DOCKET NUMBER:	4926.M0043US
NAME OF SUBMITTER:	Mark L. Maki
<b>Total Attachments: 5</b> source=4926.M0043USAssignment#page1.tif source=4926.M0043USAssignment#page2.tif source=4926.M0043USAssignment#page3.tif source=4926.M0043USAssignment#page4.tif source=4926.M0043USAssignment#page5.tif	

## PATENT ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is effective as of April 2, 2009 ("Effective Date"), by and between, Rex D. Putnam, an individual ("Assignor"), and B&W Custom Truck Beds, Inc., a Kansas corporation ("Assignee").

WHEREAS, pursuant to the terms of an Asset Purchase Agreement dated April 2, 2009 between parties including Assignor and Assignee, Assignor wishes to assign to Assignee, and Assignee wishes to obtain from Assignor, the United States Patents identified in Exhibit A hereto, together with all associated patent rights to the inventions disclosed therein, and any foreign counterparts thereto (collectively, the "Patents"),

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee his entire right, title and interest in and to the Patents, including, without limitation, any continuations, divisions, continuations-in-part, reissues, reexaminations, or extensions, 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, 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 Assignment 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 damages by reason of past, present or future infringement or other unauthorized use of the Patents, 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.

Assignor hereby authorizes and requests the U.S. Director of Patents and Trademark Office to record Assignee as owner of the Patents.

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), reasonably requested by Assignee to more fully and effectively carry out the purposes of this Assignment, 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 Patents and this Assignment; (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, and (4) the implementation or perfection of this Assignment in all applicable jurisdictions.

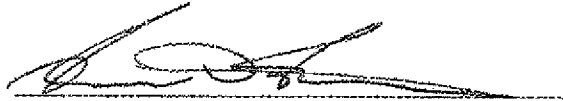
This Assignment may be signed in any number of counterparts with the same effect as if the signature on each counterpart were on the same instrument and facsimile signatures shall be

deemed originals for the purposes of this Assignment.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

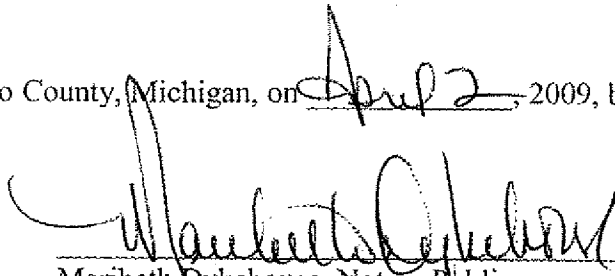
ASSIGNOR:



Rex D. Putnam

STATE OF MICHIGAN           )  
  )ss  
COUNTY OF KALAMAZOO    )

Acknowledged before me in Kalamazoo County, Michigan, on April 2, 2009, by Rex D. Putnam.

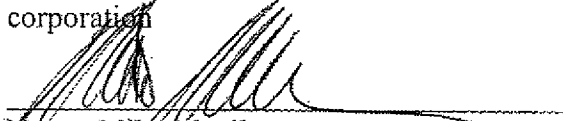


Maribeth Dykehouse, Notary Public  
Kalamazoo County, MI  
Acting in Kalamazoo County, MI  
My commission expires: 09/29/2012

Accepted by:

ASSIGNEE:

B&W Custom Truck Beds, Inc. a Kansas corporation



Name: Mike Mueller  
Title: Manager

STATE OF MICHIGAN            )  
  )ss  
COUNTY OF KALAMAZOO        )

Acknowledged before me in Kalamazoo County, Michigan, on April 2, 2009  
by Mike Mueller, Manager of B&W Custom Truck Beds, Inc., a Kansas corporation, on behalf of  
the corporation, by authority of its Board of Directors.



Maribeth Dykehouse, Notary Public  
Kalamazoo County, MI  
Acting in Kalamazoo County, MI  
My commission expires: 09/29/2012

**EXHIBIT A**

<b>Patent Number</b>	<b>Patent Title</b>	<b>Issue Date</b>
7,055,845	Adjustable hitch	June 6, 2006
6,971,660	Kingpin adaptor system	December 6, 2005
6,908,093	Kingpin coupler	June 21, 2005
6,824,157	Telescoping tower hitch assembly	November 30, 2004
6,467,793	Gooseneck coupler	October 22, 2002
6,409,202	Underbed gooseneck	June 25, 2002
5,513,869	Fifth wheel with gooseneck	May 7, 1996
5,288,094	Bracket for supplying an electrical connector	February 22, 1994
4,993,739	Hitch ball	February 19, 1991
4,738,464	Combined bumper and receiver trailer hitch assembly	April 19, 1988