

# PATENT ASSIGNMENT

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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>
Hydra-Tech, Inc.	01/07/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Altec, LLC
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<b>City:</b>	Birmingham
<b>State/Country:</b>	ALABAMA
<b>Postal Code:</b>	35242
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6592316
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<b>NAME OF SUBMITTER:</b>	MORRIS WADE RICHARDSON
<b>Total Attachments: 6</b> source=Assignment of Patents#page1.tif source=Assignment of Patents#page2.tif source=Assignment of Patents#page3.tif source=Assignment of Patents#page4.tif source=Assignment of Patents#page5.tif source=Assignment of Patents#page6.tif	

OP \$40.00 6592316

**PATENT**

**500892977**

**REEL: 022856 FRAME: 0394**

## ASSIGNMENT OF PATENTS

ASSIGNMENT OF PATENTS made as of the 7 day of January, 2009, by **HYDRA-TECH, INC.**, an Indiana corporation with its principal place of business at 3020 Commercial Road, Fort Wayne, Indiana 46809 ("Assignor"), to **ALTEC, LLC**, a Delaware limited liability company with its principal place of business at 210 Inverness Center Drive, Birmingham, Alabama 35242 ("Assignee").

### RECITAL

WHEREAS, Assignee, Assignor, and Jerry Hudson ("Hudson") are parties to an Asset Purchase Agreement dated as of December 20, 2008 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the patents of Assignor;

WHEREAS, Hudson is the sole shareholder of Assignor;

WHEREAS, pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order more effectively to assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets;

WHEREAS, in accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign patents and patent applications, including without limitation, the patents and patent applications listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Patents").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt and sufficiency of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Patents, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Patent, whether arising prior to or subsequent to the date of this Assignment of Patents, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Patents not been made, free and clear of any Encumbrances (as defined in the Agreement).

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Patents shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to the principles of conflicts of laws thereof.

**PATENT**  
**REEL: 022856 FRAME: 0396**

## **SCHEDULE A**

### **Registered Patents**

Patent	U.S. Registration No.	Registration Date
1. Automatic Pole Guide Transfer System	6,592,316 B2	July 15, 2003
2. Pivotal Boom and Rest Latch	5,609,261	March 11, 1997
3. Automatic Boom and Rest Latch	4,978,243	December 18, 1990

### **Pending Patent Applications**

Patent	Application Number	Application Date
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US006592316B2

(12) **United States Patent**  
Hensler

(10) Patent No.: **US 6,592,316 B2**  
(45) Date of Patent: **Jul. 15, 2003**

(54) **AUTOMATIC POLE GUIDE TRANSFER MECHANISM**

(75) Inventor: David L. Hensler, Leesburg, IN (US)  
(73) Assignee: Hydra Tech, Inc., Fort Wayne, IN (US)  
(\*) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 35 days.

(21) Appl. No.: 09/851,749

(22) Filed: May 9, 2001

(65) **Prior Publication Data**

US 2002/0119030 A1 Aug. 29, 2002

**Related U.S. Application Data**

(60) Provisional application No. 60/272,024, filed on Feb. 28, 2001.  
(51) Int. Cl.<sup>7</sup> ..... B66C 1/62  
(52) U.S. Cl. .... 414/23; 212/292  
(58) Field of Search ..... 414/23; 212/231, 212/292

(56) **References Cited**

**U.S. PATENT DOCUMENTS**

3,631,991 A \* 1/1972 Wacht et al. .... 414/23  
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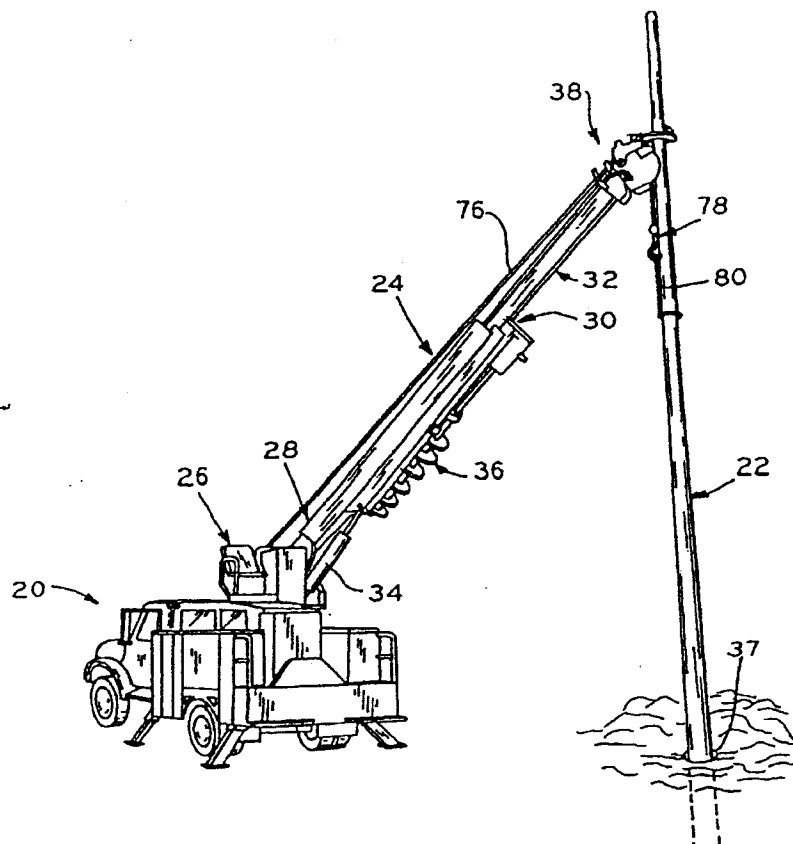
\* cited by examiner

Primary Examiner—Janice L. Krizek  
(74) Attorney, Agent, or Firm—Baker & Daniels

(57) **ABSTRACT**

A digger derrick truck for installing poles into the ground. The digger derrick truck includes a boom on which a pole guide assembly is slidably mounted. The pole guide assembly is operatively associated with a latching mechanism which releasably couples the pole guide assembly and the boom in an operative position and an inoperative position. The latching mechanism includes a latch arm and a release mechanism such that, when the boom is retracted, the release mechanism allows the latch arm to pivot and couple the pole guide assembly and the boom.

21 Claims, 6 Drawing Sheets





United States Patent [19]  
Hensler

[11] Patent Number: 5,609,261  
[45] Date of Patent: Mar. 11, 1997

- [54] PIVOTABLE BOOM REST AND LATCH  
[75] Inventor: David L. Hensler, Leesburg, Ind.  
[73] Assignee: Hydra Tech, Inc., Fort Wayne, Ind.

4,273,502 6/1981 Maurer .  
4,278,394 7/1981 Johnson .  
4,370,090 1/1983 Shumaker .  
4,636,132 1/1987 Menke .  
4,674,638 6/1987 Oliphant .  
4,978,243 12/1990 Hensler .

- [21] Appl. No.: 531,180  
[22] Filed: Sep. 19, 1995

Primary Examiner—Thomas J. Brahan  
Attorney, Agent, or Firm—Baker & Daniels

- [51] Int. Cl.<sup>6</sup> ..... F16D 1/00  
[52] U.S. Cl. .... 212/292; 403/328  
[58] Field of Search ..... 212/292, 300,  
212/349; 403/326, 327, 328, 329, 330

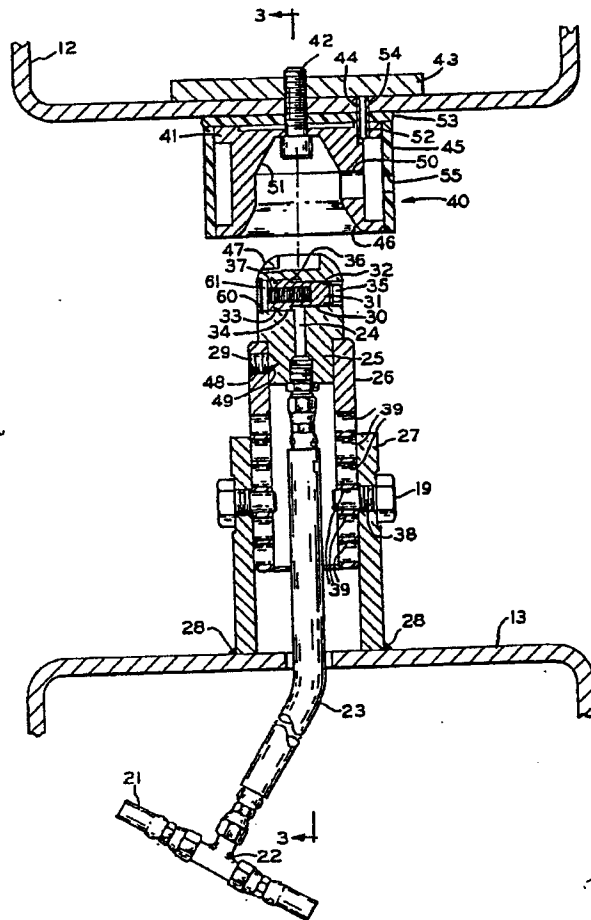
[57] ABSTRACT

A boom latch system for a boom movable between use and stowage positions. The boom latch includes a latch member that is operatively connected to the power supply which moves the boom, so that the boom is automatically unlatched when moved from its storage position. The boom latch includes a latch body which pivots to align with the boom latch receiving element, thereby aligning the latch members even under varying load conditions. The latch body also provides a length adjustment so that the latch system can be used with various sizes of booms and hydraulic cylinders.

[56] References Cited  
U.S. PATENT DOCUMENTS

- 2,423,583 7/1947 Cooper .  
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16 Claims, 3 Drawing Sheets



**United States Patent** [19]  
**Hensler**

[11] **Patent Number:** 4,978,243  
[45] **Date of Patent:** Dec. 18, 1990

[54] **AUTOMATIC BOOM REST AND LATCH**

[75] **Inventor:** David L. Hensler, Fort Wayne, Ind.

[73] **Assignee:** Hydra Tech, Inc., Fort Wayne, Ind.

[21] **Appl. No.:** 460,352

[22] **Filed:** Jan. 3, 1990

[51] **Int. Cl.<sup>5</sup>** ..... F16D 1/00

[52] **U.S. Cl.** ..... 403/24; 403/328;  
182/2

[58] **Field of Search** ..... 182/2; 212/229, 267,  
212/268; 403/24, 322, 328, 15; 414/694

[56] **References Cited**

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*Primary Examiner*—Andrew V. Kundraf  
*Attorney, Agent, or Firm*—Baker & Daniels

[57] **ABSTRACT**

Boom latch system for a boom movable between use and stowage positions. The boom latch includes a latch member that is operatively connected to the power supply which moves the boom, so that the boom is automatically latched when moved to its stowage position, and automatically unlatched when moved from its stowage position.

**27 Claims, 3 Drawing Sheets**

