

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AM General LLC	02/05/2010
RECEIVING PARTY DATA	
Name:	Phillip C. Ruehl
Street Address:	9404 W. North Avenue
City:	Wauwatosa
State/Country:	WISCONSIN
Postal Code:	53226-2676
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11279321
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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:	059855-0002
NAME OF SUBMITTER:	Nicholas A. Kees
Total Attachments: 20 source=ruehl#page1.tif source=ruehl#page2.tif source=ruehl#page3.tif source=ruehl#page4.tif source=ruehl#page5.tif	

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of : Phillip C. Ruehl
Serial Number : 11/279,321
Filed : April 11, 2006
For : BOXED FRAME MEMBER AND METHOD
FOR MANUFACTURE
Examiner : Ryan J. Franks
Group Art Unit : 3633
Confirmation No : 7949

**INVENTOR'S RESPONSE TO AM GENERAL'S RESPONSE TO INVENTOR'S
COUNTER-STATEMENT TO AM GENERAL'S STATEMENT UNDER 37 CFR §
3.73(b) FOR ESTABLISHING THE RIGHT TO TAKE ACTION**

Sir:

Phillip C. Ruehl, the Applicant and above-named inventor, files this response to AM General's Response to Inventor's Counter-Statement to AM General's Statement Under 37 CFR § 3.73(b) for Establishing the Right of Assignee to Take Action. As stated previously, AM General LLC is not the owner and assignee of any right, title or interest in the invention described and claimed in U.S. Patent Application Serial No. 11/279,321 (the "'321 Application") filed by Phillip C. Ruehl. Once again, the power of attorney granted by AM General should be revoked, and the power of attorney granted by Mr. Ruehl and submitted herewith should be accepted.

Procedural Background

It is undisputed that Phillip C. Ruehl is the sole inventor of the frame rail assembly described and claimed in the '321 Application. While AM General continues to dispute this, Mr. Ruehl never made any assignment of his rights, title and interest in and to the frame rail assembly invention to AM General.

On September 2, 2008, AM General filed a Revocation of Power of Attorney with a New Power of Attorney and Change of Correspondence Address in the '321 Application, along with a Statement Under 37 CFR § 3.73(b) in which AM General alleges it is the assignee of the entire right, title and interest in the '321 Application. On September 10, 2008, the United States Patent and Trademark Office ("the Office") revoked the power of attorney which had been granted by Mr. Ruehl and accepted AM General's power of attorney. Mr. Ruehl filed a Counter-Statement with a new power of attorney on October 23, 2008. On October 30, 2008, the Office revoked AM General's power of attorney and returned control of the application to Mr. Ruehl. AM General then filed a response to the Counter-Statement on April 29, 2009, which was accepted on August 31, 2009.

Argument

There continues to be no dispute that it was Mr. Ruehl alone who came up with the idea for the frame rail assembly that is the subject of the '321 Application. However, in its latest attempt to re-write history and wrongfully claim the Invention as its own, AM General now contends that there is a dispute over the date on which Mr. Ruehl conceived of the Invention.

AM General asserts that there is no evidence that Mr. Ruehl conceived of the invention before he entered into any agreement with AM General. That assertion is patently false. Mr. Ruehl has submitted a signed declaration, under penalty of perjury, detailing the sequence of events involved in his conception of the invention. AM General points to the March 5, 2005 drawing as its primary evidence of conception date, because it is labeled "original concept sketch." However, the term "original" does not refer to the sketch; it refers to the concept. (Second Ruehl Decl., ¶ 4.) The March 5, 2005 drawing is in fact a drawing showing the original concept. It is not the original or first sketch of the concept or invention. (Second Ruehl Decl., ¶

5.) The March 5, 2005 drawing Mr. Ruehl furnished to AM General is not evidence of the actual conception date, as the actual conception of the invention occurred well before that date. (First Ruehl Decl., ¶¶ 1-4.)

Even if the March 5, 2005 drawing were evidence of the conception date – which it was not – the Mutual Confidentiality Agreement entered into between the parties on March 7, 2005 makes clear that the parties did not intend to transfer, and did not transfer, any intellectual property rights between them. AM General conveniently omits any discussion of the Mutual Confidentiality Agreement in its response; however, that discussion is definitely relevant to the question of ownership.

The Mutual Confidentiality Agreement provided that all confidential information disclosed by Mr. Ruehl to AM General and, conversely, from AM General to Mr. Ruehl, would “remain the property of [the] Disclosing Party[.]” (First Ruehl Decl., ¶ 5.) The Invention was clearly “confidential information” under the Agreement – it was specifically called out as such in the definition. AM General cannot and does not dispute that Mr. Ruehl conceived of the Invention and reduced the Invention to practice before the kick-off meeting on March 7, 2005. As AM General emphasizes in its latest response, Mr. Ruehl submitted a drawing dated March 5, 2005 to AM General disclosing the Invention. (First Ruehl Decl., ¶ 4.)

The Mutual Confidentiality Agreement also states that “[n]othing contained in this Agreement shall be construed as granting or conferring to Receiving Party any patent rights or licenses from Disclosing Party either expressly or by implication.” (First Ruehl Decl., ¶ 11.) Here again, the parties made clear that Mr. Ruehl was not transferring any patent rights in the Invention or any other confidential information to AM General.

Mr. Ruehl again maintains that the purchase order dated February 24, 2005 had no effect on the ownership of the Invention because he conceived of the Invention prior to signing the purchase order. Even if he conceived of the Invention after that date – which he did not – the terms of the Mutual Confidentiality Agreement control. The parties did not intend to transfer and did not transfer to each other any patent rights in any inventions that each brought with them to the kick-off meeting, including the Invention at issue here.

Respectfully submitted,

GODFREY & KAHN, S.C.

Dated: February 5, 2010

By: /jrr/

Nicholas A. Kees
Registration No. 29, 552
Jennifer R. Racine
Registration No. 56,874

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of : Phillip C. Ruehl
Serial Number : 11/279,321
Filed : April 11, 2006
For : BOXED FRAME MEMBER AND METHOD
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Examiner : Ryan J. Franks
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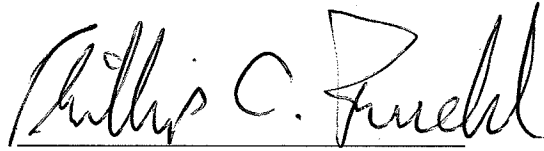
**SECOND DECLARATION OF PHILLIP C. RUEHL IN SUPPORT OF INVENTOR'S
RESPONSE TO AM GENERAL'S RESPONSE TO INVENTOR'S COUNTER-
STATEMENT TO AM GENERAL'S STATEMENT UNDER 37 CFR § 3.73(b) FOR
ESTABLISHING THE RIGHT TO TAKE ACTION**

I, Phillip C. Ruehl, declare as follows pursuant to 28 U.S.C. § 1746:

1. I am the named inventor for the above-described patent application.
2. On October 23, 2008, I executed and filed a document entitled DECLARATION OF PHILLIP C. RUEHL IN SUPPORT OF INVENTOR'S COUNTER-STATEMENT TO AM GENERAL'S STATEMENT UNDER 37 CFR § 3.73(b) (referred to herein as the "First Ruehl Declaration").
3. Each of the statements made in the First Ruehl Declaration is still true and correct to the best of my knowledge.
4. The March 5, 2005 drawing accompanying AM General's last statement includes the phrase "original concept sketch." The term "original" in that sketch is not intended to indicate that the sketch is the original sketch of the concept. Rather, the March 5, 2005 drawing is in fact a drawing showing the original concept.

5. That sketch is not the original or first sketch of the concept or invention. The March 5, 2005 date in the drawing I furnished to AM General does not indicate the actual conception date of the invention.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

A handwritten signature in black ink, reading "Phillip C. Ruehl". The signature is written in a cursive style with a large, stylized "P" and "R".

Phillip C. Ruehl

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of : Phillip C. Ruehl
Serial Number : 11/279,321
Filed : April 11, 2006
For : BOXED FRAME MEMBER AND METHOD
FOR MANUFACTURE
Examiner : Ryan J. Franks
Group Art Unit : 3633
Confirmation No : 7949

**DECLARATION OF PHILLIP C. RUEHL IN SUPPORT OF
INVENTOR'S COUNTER-STATEMENT TO AM GENERAL'S STATEMENT UNDER
37 CFR § 3.73(b)**

I, Phillip C. Ruehl, declare as follows pursuant to 28 U.S.C. § 1746:

1. In November, 2004, Mr. Ralf Pionke of AM General LLC asked me if I was interested in acting as a consultant to AM General on a project to upgrade the frame rails for one of its trucks. Mr. Pionke described the frame rail upgrade project objectives to me, answered my questions about the project, and sent me drawings showing the current side rail design.
2. From December 2004 through February 2005, I studied the drawings in light of the objectives described by Mr. Pionke. I was not yet under contract with AM General, and I was not yet being paid by AM General. Before agreeing to work as a consultant to AM General, I felt it was important to begin considering ways to meet their objectives so that I could add value to their effort if and when I decided to enter into a consulting relationship with them.
3. I began to consider several possible solutions which I believed to be the most efficient means of solving the stated challenges. I sketched up many of those solutions sufficiently to

remember each and to be able to explain how I would proceed with each if I were asked. One of the solutions which I conceived of and sketched out during this period was the design that is the subject of my patent application, Serial No. 11/279,321 (the "Invention"). AM General was never invoiced and never paid me for the work which I did during this period. Moreover, I was told that I would not be under contract with AM General until I met with representatives of the company and signed additional documents (including, as it turned out, the Mutual Confidentiality Agreement). They made it clear to me that, until that time, AM General had no obligations to me (including paying me or even hiring me in the first place).

4. On February 26, 2005, having already conceived of the Invention, on behalf of PC Ruehl Engineering I received and signed a purchase order dated February 24, 2005 with AM General for "engineering support for HMMWV frame rail feasibility study." A true and correct copy of that purchase order is attached as Exhibit A. Under that purchase order, AM General asked me to perform a rail feasibility study. I was told that I would not be under contract until I met with AM General and signed additional forms. On March 5, 2005, I drew a sketch illustrating the frame rail joint design concept of the Invention and had the owner of a local prototype shop review it and agree to fabricate two small proof-of-concept samples.

5. With my Invention already conceived, on March 7, 2005 I attended my first meeting with AM General, a meeting which AM General refers to as the "kick-off" meeting, at which time I signed a Mutual Confidentiality Agreement on behalf of PC Ruehl Engineering with AM General. A true and correct copy of the Mutual Confidentiality Agreement is attached as Exhibit B. Following the March 7, 2005 kick-off meeting, I spent less than three weeks working

with other consultants and representatives from AM General to provide engineering support services for the frame rail feasibility study. On March 24, 2005, I presented the results of the frame rail feasibility study to AM General, along with the proof-of-concept samples. I was paid for my time beginning March 7, 2005 in providing these engineering support services for the feasibility study in accordance with the February 24, 2005 purchase order. However, at no time did AM General pay me for the transfer of the ownership of the Invention or for any work done prior to March 7, 2005.

6. On April 21, 2005, I signed a second purchase order for "engineering support of frame rail review" in which I was to provide, and did provide, additional engineering support for the frame rail project. A true and correct copy of that purchase order is attached as Exhibit C.

7. On November 1, 2005, I filed Provisional Patent Application Serial No. 60/732,451, and on April 11, 2006, through my attorneys at Godfrey & Kahn, S.C., I filed Patent Application Serial No. 11/279,321 for the Invention and improvements thereto.

I declare under penalty of perjury that the foregoing is true and correct.

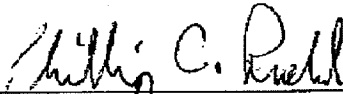

Phillip C. Ruehl

EXHIBIT A

February 24, 2005 Purchase Order

AM General

12200 HUBBARD ROAD, LIVONIA, MI 48150 - (734) 522-4200 - FAX: (734) 523-8077

PURCHASE ORDER

INVOICE TO: AM GENERAL, P.O. BOX 3330, LIVONIA, MI 48151-3330

VENDOR NO. 0C00007630

TO: PC Ruehl Engineering
 1225 Overhill Road
 Elm Grove, WI 53122-1627

ACKNOWLEDGMENT

SELLER	PC Ruehl Eng
DATE	2/26/05
SIGNED BY	Phillip Ruehl
TITLE	Pres

PURCHASE ORDER NUMBER	0520587DEA
P.O. DATE	2/24/2005

SHIP TO

AM General
 Livonia Plant
 12200 Hubbard Rd
 Livonia, MI 48150

BUYER	PLANNER	JOB NO.	CONFIRMED BY	DATE
Thomas E. Larkin				
FOB POINT	SHIP VIA	WEIGHT	PAYMENT TERMS	
			Net 30 Days	

ACCEPTANCE OF THIS ORDER CONSTITUTES AN ACCEPTANCE OF TERMS AND CONDITIONS ON FACE AND REVERSE HEREOF.

QTY	QUANTITY	U/M	AMG ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1				<p>This purchase order is issued to cover cost to provide engineering support for HMMKV frame rail feasibility study.</p> <p>Hourly rate shall be \$150.000 per e-mail quotation dated 2-16-05.</p> <p>ref; w/o 21958 R. Pionke</p> <p>All documents must be marked with WBS 1861.</p>		<p>"Not to exceed"</p> <p>[REDACTED]</p>

FAXED

IMPORTANT

THE ABOVE ORDER NUMBER AND AMG ITEM NO. MUST APPEAR ON ALL INVOICES, PACKING SLIPS AND BILL OF LADING.

ALL CONTAINERS, DRUMS, CARBOYS, ETC., MUST BE SHIPPED ON A NO-CHARGE BASIS AND SHALL BECOME PROPERTY OF THE PURCHASER UNLESS OTHERWISE STATED HEREIN.

PACKING SLIPS MUST ACCOMPANY ALL SHIPMENTS.

SIGN AND DATE ATTACHED VENDOR ACKNOWLEDGMENT COPY AT TOP AND RETURN TO ADDRESS SHOWN.

TOTAL

AM General

BUYER

AUTHORIZED BY

T. E. Larkin

[Signature]

TERMS AND CONDITIONS OF PURCHASE

1. This order constitutes the entire agreement between the parties hereto and the terms and conditions set forth herein cannot be modified or amended without the written consent of the Purchaser. No officer, employee or other representative of Purchaser is authorized to make any oral contract of commitment for the purchase of materials or to modify or change the terms and conditions of this order unless such modification or change is in writing approved by Vice President of the Purchaser.

2. Time of delivery is of the essence of this order and Purchaser reserves the right to cancel this order without liability and without waiver of any other remedies if delivery is not effected as specified herein or on written shipping authorizations shall be deemed to be incorporated herein and made a part hereof.

3. Seller expressly warrants that all material and work covered by this order will in all respects conform to the specifications, drawings, samples or other description furnished or specified by Purchaser of furnished by material and workmanship and free from defect, latent or otherwise. Seller also warrants that if such material and work is the product of Seller and is in accordance with Seller's specifications, it will be fit and sufficient for the purposes intended.

4. Materials purchased are subject to Purchaser's inspection and approval at destination. If rejected, material will be returned for credit or replacement at Seller's risk, and all handling and transportation expenses both ways shall be assumed by Seller. No material returned as defective shall be replaced without authorization from Purchaser. Payment for material on this order prior to inspection shall not constitute an acceptance thereof.

5. It is understood and agreed the Seller warrants that the sale or use of the material covered by this order, either alone or in combination with other materials, will not infringe or contribute to the infringement of any patents, either in the U.S.A. or in foreign countries, and that the Seller covenants to defend every suit which shall be brought against the Purchaser or any party selling or using any of the Purchaser's products for any alleged infringement of any patent by reason of the sales or use of said materials, either alone, or in combination with other materials, and to pay all expenses and fees of counsel which shall be incurred in and about defending, and all cost, damages and profits recoverable in every such suit.

6. No charge for packaging, crating or boxing will be allowed, unless specified on the face of this order.

7. The Seller shall not be responsible for delays in deliveries. If occasioned by causes beyond the control and without the fault or negligence of the Seller, including but not restricted to, acts of God or of the public enemy, acts of the Government (including, but not restricted to, any preference, priority or allocation order), fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor due to such causes, provided that the Seller shall give the Purchaser prompt notice of any cause that will result in such delay.

8. Purchaser reserves the right at any time to make changes in drawings and specifications as to any material and/or work covered by this order. In the event any such changes caused a decrease or increase in Seller's production costs, the price set hereunder shall be equitably adjusted and the contract shall be modified in writing accordingly.

9. Information, including but not limited to technical information, drawing and data, submitted any time by Seller to Purchaser relating to goods or services covered by this purchase order are deemed not to be submitted in confidence unless otherwise specifically agreed to in writing. Any restrictive markings affixed upon any such information furnished to Purchaser shall be of no force or effect, may be modified, removed or ignored by Purchaser without any liability to Seller and the information may be used by Purchaser in any way in the conduct of its business. Seller's sole rights with respect to use of such information by Purchaser, its successors, subsidiaries, licensees, affiliates or parents shall be determined only by valid pre-existing patent rights of Seller as related to the manufacture, use or sale of goods or services covered by this order. Seller agrees to promptly notify Purchaser of any pre-existing patents of any other form of protection which Seller may hold or know of which relates to the goods or services to be provided under this purchase order. In connection with the development of any ideas, inventions, improvement or discoveries, including all related information and know-how, related to the goods or services to be provided under this purchase order and for which Purchaser has provided or is to provide support to Seller in the form of funding, including but not limited to payments in whole or part for prototype components or tooling, designing, testing or consulting, Purchaser shall automatically be entitled to and Seller agrees to and hereby assigns all rights, title and interest to such ideas, inventions, improvements and discoveries (unless otherwise specifically agreed to in writing) and such event Purchaser shall be entitled to at least a nonexclusive paid up, irrevocable worldwide right and license including the right to fully sublicense third parties including the U.S. Government for all Governmental purposes to practice and have practiced for its purpose such invention. Seller agrees to promptly notify Purchaser in writing of any such idea, invention, improvement or discovery so developed. The provisions of this clause shall survive termination of fulfillment of this order and shall inure to the benefit of Purchaser's successors, subsidiaries, licensees, affiliates of parents.

10. Purchaser any forthwith cancel the contract resulting from the acceptance of this order in the event of the happening of any of the following: insolvency of the Seller, the filing of a voluntary petition in bankruptcy by the provided it is not vacated within thirty (30) days from the date of filing, the appointment of a receiver or trustee for Seller provided such appointment is not vacated within thirty (30) days from the date of such appointment, the execution by Seller of any assignment for the benefit of creditors. The exercise by Purchaser of the right of cancellation reserved in this paragraph shall not impose any liability upon Purchaser by reason of the cancellation nor have the effect of waiving damages which the purchase might otherwise be entitled to.

11. Purchaser reserves the right to terminate without cause this order any any time in whole or in part upon written notice to the Seller. Upon termination by Purchaser, under this paragraph, Purchaser shall pay Seller the following amounts without duplication: (1) The purchase order price for all supplies or services which have been completed, in accordance with this purchase order and release thereunder and not previously paid for; (2) the actual costs incurred (exclusive of profit) by Seller in accordance with this purchase order and release thereunder, which are properly allocable or apportionable under generally accepted accounting practices to the terminated portion of this purchase order, including the cost of discharging liabilities which are so allocable or apportionable, and (3) the reasonable costs of Seller in protecting property in which Purchaser has or may acquire an interest. Payments made under this paragraph, exclusive of payments under subdivision (3) hereof, shall not exceed the aggregate price specified in this purchase order, less payments otherwise made or to be made.

12. Any right or remedy expressly conferred on the Purchaser herein shall not limit or modify any right or remedy which the Purchaser would otherwise have. When shipments to places other than the Purchaser's plant are authorized, Seller's invoices will be paid by Purchaser at the time specified on the face hereof, but not before acknowledgment of receipt of shipment by the consignee.

13. By contract may not be assigned by Seller without the written consent of the Purchaser.

14. By making shipment under this purchase order, Seller agrees and declares that it has complied with and has not violated in any way the Child Labor provisions of the Fair Labor Standards Act of 1949, as amended.

15. Shipment of any of the materials specified on the face hereof shall constitute acceptance of all the terms and conditions of this order irrespective of whether Seller shall have returned the acceptance copy.

16. Purchaser shall be entitled to any discounts allowable by Seller for prompt payment even though Purchaser is unable to make payment within the time limits set by Seller where such failure is due to strike of the causes beyond the control of Purchaser.

17. Non-discrimination: By acceptance of this order Seller certifies that it will comply with all applicable provisions of E.O. 11246 and E.O. 11375, as amended, the Vietnam Era Veterans Readjustment Act of 1974, E.O. 11701, the Rehabilitation Act of 1973, E.O. 11758 and the rules, regulations and relevant orders of the Secretary of Labor.

18. FAR 52.222-18 "Notification of Employee Rights concerning payment of Union Dues or Fees" is hereby included by reference.

19. Seller shall comply with the labeling requirements for Class I and Class II Ozone Depleting Substances as required by Section 611 of the Clean Air Act Amendments of 1990 and the final rules (40 C.F.R. Part 82) implementing the same (collectively, the "Act"). Seller shall accurately label, consistent with the requirements of the Act any products containing a controlled substance that it is supplying to Buyer. In the event Seller discovers that it has failed to comply with the labeling requirements of the Act, it shall immediately notify Buyer of those products supplied. To Buyer which failed to comply with the labeling requirements of the Act.

20. Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to AM General waivers of liens from all Subcontractors providing for a complete release of all possible liens arising out of this Contract, or receipts in full in lieu thereof; and, in either case a notarized affidavit stating that said releases and receipts cover all materials and labor incorporated in the work for which a lien might be filed. The Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to AM General, to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, the Contractor shall refund to AM General all monies that the latter may be compelled to pay in discharging such lien or claim, including all costs and a reasonable attorneys' fee.

PATENT

EXHIBIT B

Mutual Confidentiality Agreement

MUTUAL CONFIDENTIALITY AGREEMENT

This Agreement is entered into effective March 7, 2005, by AM General LLC, 105 N. Niles Avenue, South Bend, Indiana 46617, a Delaware limited liability company, for itself, its employees, agents, officers, directors, and affiliates and all of their employees, agents, officers, and directors ("AMG") and PC Ruehl Engineering, for itself, its employees, agents, officers, directors, and affiliates and all of their employees, agents, officers, and directors ("Company");

WHEREAS, AMG or Company may be a discloser (sometimes hereinafter referred to as the "Disclosing Party") or a receiver (sometimes hereinafter referred to as the "Receiving Party") of Confidential Information (as hereinafter defined), subject to the limitations set forth herein.

WHEREAS, AMG and Company each wish to investigate, analyze, and possibly enter into various relationships or transactions between them, including but limited to Commercial/Military Vehicle Frame Feasibility Study (together, the "Relationship"); ^{NOT RE} (RP)

WHEREAS, in connection with the Relationship, AMG may from time to time permit Company to visit certain of AMG's facilities or view certain documents or be privy to certain information and ideas and may disclose to Company certain Confidential Information (as hereinafter defined); and

WHEREAS, in connection with the Relationship, Company may from time to time permit AMG to visit certain of Company's facilities or view certain documents or be privy to certain information and ideas and may disclose to AMG certain Confidential Information (as hereinafter defined);

NOW THEREFORE, AMG and Company agree as follows:

1. "Confidential Information" shall mean any information that has value to the Disclosing Party and is not generally known to its competitors, including but not limited to all of the Disclosing Party's trade secrets, designs, specifications, ideas, concepts, plans, formulas, patterns, devices, software, drawings, machinery and equipment, products, processes, procedures, methods, applications, technologies, financial information, customer information (including identity, specific needs and any of such customer's information possessed by the Disclosing Party) or any compilation or combination of the foregoing that is disclosed to Receiving Party and marked as confidential or proprietary. Any information that is transmitted orally shall be considered to be Confidential Information, provided such information is identified as proprietary or confidential at the time of such oral transmittal and notice is subsequently provided in writing of its confidential or proprietary nature by Disclosing Party and transmitted to Receiving Party within ten (10) days of such oral transmission. Any information that has value to the Disclosing Party and is not generally known to its competitors, including but not limited to Commercial/Military Vehicle Frame Feasibility Study.

2. Information of the Disclosing Party shall not be considered "Confidential Information" if it:

- (a) Is publicly known to the Receiving Party at the time of disclosure;
- (b) Becomes public knowledge without breach of this Agreement by Receiving Party;
- (c) Is known to Receiving Party at the time of the disclosure and is not subject to any

restriction that would be violated by its disclosure;

(d) Is lawfully obtained, without restriction that would be violated by the disclosure by Receiving Party, from a third party not affiliated with Disclosing Party; or

(e) Is independently developed by Receiving Party by employees of Receiving Party who have not had access to the Confidential Information or by third parties unrelated to Disclosing Party.

3. Receiving Party will not directly or indirectly reproduce, disclose, divulge, disseminate, publish, reveal, or otherwise make known to anyone who is not a party to this Agreement any Confidential Information that is now or in the future disclosed by Disclosing Party to Receiving Party or with which Receiving Party otherwise comes into contact in connection with the Relationship. The obligation to maintain confidentiality shall endure for three (3) years from the date of the disclosure.

4. Receiving Party shall only use Confidential Information for purposes of the Relationship, unless otherwise specifically permitted in writing by Disclosing Party.

5. All Confidential Information that is disclosed to Receiving Party or with which Receiving Party otherwise comes into contact shall remain the property of Disclosing Party, and any Confidential Information that is in writing, on a computer disk, or in any other form capable of being returned, shall be returned to Disclosing Party immediately upon request or termination of the Relationship, or the Agreement, whichever occurs first.

6. Receiving Party shall use not less than the degree of care used to prevent disclosure of its own proprietary and confidential information to prevent disclosure of Disclosing Party's Confidential Information. In no event, however, shall less than a reasonable degree of care be used. Receiving Party shall take all actions reasonably necessary to assure that its employees, contractors, agents, affiliated entities, and all of their employees, contractors, and agents comply with the terms of this Agreement.

7. If a breach of this Agreement by Receiving Party occurs or is threatened, Disclosing Party shall be entitled to seek (i) injunctive relief restraining Receiving Party from using or disclosing, in whole or in part, directly or indirectly, any Confidential Information of Disclosing Party; and (ii) recovery for damages, losses, and expenses of any nature, including without limitation, attorneys' fees arising out of, resulting from, or otherwise relating to such breach or threatened breach.

8. This Agreement shall not prevent disclosure of Confidential Information in response to a valid order of a court or other governmental body provided that the party making the disclosure pursuant to the order shall first have given prompt written notice to Disclosing Party and made a reasonable effort to obtain a protective order requiring that the Confidential Information or the documents so disclosed be used only for the purpose for which the order was issued.

9. Receiving Party agrees to assume the risk of any injury or loss to it, including its employees, contractors, and agents, while on the premises of Disclosing Party and agrees to hold harmless and indemnify Disclosing Party for any claims, losses, or damages related thereto.

10. The Agreement shall terminate upon the earlier of (i) 30 days written notice by either party, or (ii) three (3) years after the effective date noted above. Receiving Party's obligations under this Agreement as to Confidential Information shall survive termination of this Agreement.

11. Nothing contained in this Agreement shall be construed as granting or conferring to Receiving Party any patent rights or licenses from Disclosing Party either expressly or by implication.

12. Neither party makes or intends to make any warranty or representation of any kind concerning Confidential Information, except each party represents and warrants that it has the right to disclose Confidential Information to the Receiving Party. Confidential Information is provided only for discussion purposes, is provided on an "AS IS" basis, and Receiving Party relies on Confidential Information at its own risk.

13. Nothing contained in this Agreement shall be construed as creating or intending to create any intention, commitment, or obligation to buy or sell any goods or services, or to enter into any partnership, joint venture, supplier-customer, principal-agent, master-servant, employer-employee or similar business relationship. Any such obligation or relationship would be reflected by the parties' execution of appropriate definitive agreements between them.

14. The failure of either party to enforce any term of this Agreement will not operate as a waiver of the party's right to enforce that or any other term of this Agreement at other times or in other circumstances.

15. This Agreement reflects the entire agreement of Company and AMG with respect to the subject matter hereof and supersedes all prior oral and written representations, warranties, covenants, commitments, guarantees, and other agreements about the same subject matter hereof.

16. The parties agree that nothing contained in this Agreement shall constitute or be construed to be a limitation or restriction upon any of the parties to use or disclose its own Confidential Information.

17. This Agreement does not restrict either party from independently developing any kind of product, service, or technology, so long as such development is not based on Confidential Information obtained under this Agreement.

18. No amendments to or modifications of this Agreement shall be effective unless reduced to writing and executed by the parties hereto.

19. The primary points of contact for the disclosure of information are:

AM GENERAL LLC

Name: Lance T. Slater

Address: 12200 Hubbard Rd, Livonia, MI 48150

Phone: 734/523-8913

E-Mail: lance.slater@amgeneral.com

Fax: 734/523-8087

PC RUEHL ENGINEERING

Name: Phil Ruehl

1225 Overhill Road
Address: Elm Grove, WI 53122

Phone: 262 784 0646


E-Mail: PCRUEHL@AOL.COM

Fax: SAME as Phone (call First)

20. This Agreement shall be governed by and construed in accordance with the laws of Indiana without reference to conflicts of law principles, and the parties agree to be subject to the jurisdiction of the courts of Indiana. Any legal action to enforce this Agreement shall be brought in St. Joseph County, Indiana.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Mutual Confidentiality Agreement as set forth below.

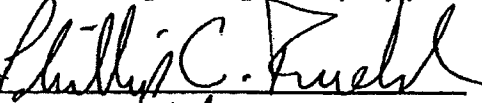
AM General LLC

By:  (R. J. Gula)

Its: Senior Vice President

Dated: 3-8-05

PC Ruehl Engineering ("Company")

By: 

Its: President

Dated: 3/7/05

1080c
8/31/04

EXHIBIT C

April 21, 2005 Purchase Order

3212338_3

AM General**ACKNOWLEDGMENT**

12200 HUBBARD ROAD, LIVONIA, MI 48150 - (734) 522-4200 - FAX: (734) 523-8077

PURCHASE ORDER

INVOICE TO: AM GENERAL, P.O. BOX 3330, LIVONIA, MI 48151-3330

PC Ruehl Eng.
4/24/05
Philip C. Ruehl
Owner

0520877DEA
04/21/2005

VENDOR NO. 0000007630

TO: PC RUEHL ENGINEERING
1225 OVERHILL RD
ELM GROVE WI 53122-1627

AM General LLC
Livonia Plant
12200 Hubbard Road
Livonia MI 48150

SHIP TO

Thomas E. Larkin	21960	Net 30
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ACCEPTANCE OF THIS ORDER CONSTITUTES AN ACCEPTANCE OF TERMS AND CONDITIONS ON FACE AND REVERSE HEREOF

QUANTITY	UNIT	DESCRIPTION	PRICE	TOTAL AMOUNT
1	PU	ENGINEERING SUPPORT OF FRAME RAIL REVIEW		
Deliv. date 05/20/2005				

ECC 1861
INVOICED RATES TO BE BASED ON E MAIL
QUOTATION DATED 2-18-05

TOTAL AMOUNT

AM General

BUYER

AUTHORIZED BY

TERMS AND CONDITIONS OF PURCHASE

1. This order constitutes the entire agreement between the parties hereto and the terms and conditions set forth herein cannot be modified or amended without the written consent of the Purchaser. No officer, employee or other representative of Purchaser is authorized to make any oral contract of commitment for the purchase of materials or to modify or change the terms and conditions of this order unless such modification or change is in writing approved by Vice President of the Purchaser.

2. Time of delivery is of the essence of this order and Purchaser reserves the right to cancel this order without liability and without waiver of any other remedies if delivery is not effected as specified herein or on written shipping authorizations shall be deemed to be incorporated herein and made a part hereof.

3. Seller expressly warrants that all material and work covered by this order will in all respects conform to the specifications, drawings, samples or other description furnished or specified by Purchaser of furnished by material and workmanship and free from defect, latent or otherwise. Seller also warrants that if such material and work is the product of Seller and is in accordance with Seller's specifications, it will be fit and sufficient for the purposes intended.

4. Materials purchased are subject to Purchaser's inspection and approval at destination. If rejected, material will be returned for credit or replacement at Seller's risk, and all handling and transportation expenses both ways shall be assumed by Seller. No material returned as defective shall be replaced without authorization from Purchaser. Payment for material on this order prior to inspection shall not constitute an acceptance thereof.

5. It is understood and agreed the Seller warrants that the sale or use of the material covered by this order, either alone or in combination with other materials, will not infringe or contribute to the infringement of any patents, either in the U.S.A. or in foreign countries, and that the Seller covenants to defend every suit which shall be brought against the Purchaser or any party selling or using any of the Purchaser's products for any alleged infringement of any patent by reason of the sales or use of said materials, either alone, or in combination with other materials, and to pay all expenses and fees of counsel which shall be incurred in and about defending, and all cost, damages and profits recoverable in every such suit.

6. No charge for packaging, crating or boxing will be allowed, unless specified on the face of this order.

7. The Seller shall not be responsible for delays in deliveries, if occasioned by causes beyond the control and without the fault or negligence of the Seller, including but not restricted to, acts of God or of the public enemy, acts of the Government (including, but not restricted to, any preference, priority or allocation order), fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor due to such causes, provided that the Seller shall give the Purchaser prompt notice of any cause that will result in such delay.

8. Purchaser reserves the right at any time to make changes in drawings and specifications as to any material and/or work covered by this order. In the event any such changes caused a decrease or increase in Seller's production costs, the price set hereunder shall be equitably adjusted and the contract shall be modified in writing accordingly.

9. Information, including but not limited to technical information, drawing and data, submitted any time by Seller to Purchaser relating to goods or services covered by this purchase order are deemed not to be submitted in confidence unless otherwise specifically agreed to in writing. Any restrictive markings affixed upon any such information furnished to Purchaser shall be of no force or effect, may be modified, removed or ignored by Purchaser without any liability to Seller and the information may be used by Purchaser in any way in the conduct of its business. Seller's sole rights with respect to use of such information by Purchaser, its successors, subsidiaries, licensees, affiliates or parents shall be determined only by valid pre-existing patent rights of Seller as related to the manufacture, use or sale of goods or services covered by this order. Seller agrees to promptly notify Purchaser of any pre-existing patents of any other form of protection which Seller may hold or know of which relates to the goods or services to be provided under this purchase order. In connection with the development of any ideas, inventions, improvement or discoveries, including all related information and know-how, related to the goods or services to be provided under this purchase order and for which Purchaser has provided or is to provide support to Seller in the form of funding, including but not limited to payments in whole or part for prototype components, or tooling, designing, testing or consulting, Purchaser shall automatically be entitled to and Seller agrees to and hereby assigns all rights, title and interest to such ideas, inventions, improvements and discoveries (unless otherwise specifically agreed to in writing, and such event Purchaser shall be entitled to, at least, a nonexclusive paid up, irrevocable, worldwide right and license including the right to fully sublicense third parties including the U.S. Government for all Governmental purposes to practice and have practiced for its purpose such invention). Seller agrees to promptly notify Purchaser in writing of any such idea, invention, improvement or discovery so developed. The provisions of this clause shall survive termination of this order and shall inure to the benefit of Purchaser's successors, subsidiaries, licensees, affiliates or parents.

10. Purchaser may forthwith cancel the contract resulting from the acceptance of this order in the event of the happening of any of the following: insolvency of the Seller, the filing of a voluntary petition in bankruptcy by the provided it is not vacated within thirty (30) days from the date of filing, the appointment of a receiver or trustee for Seller, provided such appointment is not vacated within thirty (30) days from the date of such appointment, the execution by Seller of any assignment for the benefit of creditors. The exercise by Purchaser of the right of cancellation reserved in this paragraph shall not impose any liability upon Purchaser by reason of the cancellation nor have the effect of waiving damages which the purchaser might otherwise be entitled to.

11. Purchaser reserves the right to terminate without cause this order any any time in whole or in part upon written notice to the Seller. Upon termination by Purchaser, under this paragraph, Purchaser shall pay Seller the following amounts without duplication: (1) The purchase order price for all supplies or services which have been completed. In accordance with this purchase order and release thereunder and not previously paid for; (2) the actual costs incurred (exclusive of profit) by Seller in accordance with this purchase order and release thereunder, which are properly allocable or apportionable under generally accepted accounting practices to the terminated portion of this purchase order, including the cost of discharging liabilities which are so allocable or apportionable, and; (3) the reasonable costs of Seller in protecting property in which Purchaser has or may acquire an interest. Payments made under this paragraph, exclusive of payments under subdivision (3) hereof, shall not exceed the aggregate price specified in this purchase order, less payments otherwise made or to be made.

12. Any right or remedy expressly conferred on the Purchaser herein shall not limit or modify any right or remedy which the Purchaser would otherwise have. When shipments to places other than the Purchaser's plant are authorized, Seller's invoices will be paid by Purchaser at the time specified on the face hereof but not before acknowledgment of receipt of shipment by the consignee.

13. By contract may not be assigned by Seller without the written consent of the Purchaser.

14. By making shipment under this purchase order, Seller agrees and declares that it has complied with and has not violated in any way the Child Labor provisions of the Fair Labor Standards Act of 1949, as amended.

15. Shipment of any of the materials specified on the face hereof shall constitute acceptance of all the terms and conditions of this order irrespective of whether Seller shall have returned the acceptance copy.

16. Purchaser shall be entitled to any discounts allowable by Seller for prompt payment even though Purchaser is unable to make payment within the time limits set by Seller where such failure is due to strike of the causes beyond the control of Purchaser.

17. Non-discrimination: By acceptance of this order Seller certifies that it will comply with all applicable provisions of E.O. 11246 and E.O. 11375, as amended, the Vietnam Era Veterans Readjustment Act of 1974, E.O. 11701, the Rehabilitation Act of 1973, E.O. 11758 and the rules, regulations and relevant orders of the Secretary of Labor.

18. FAR 52.222-18 "Notification of Employee Rights concerning payment of Union Dues or Fees" is hereby included by reference.

19. Seller shall comply with the labeling requirements for Class I and Class II Ozone Depleting Substances as required by Section 611 of the Clean Air Act Amendments of 1990 and the final rules (40 C.F.R. Part 82) implementing the same (collectively, the "Act"). Seller shall accurately label, consistent with the requirements of the Act any products containing a controlled substance that it is supplying to Buyer. In the event Seller discovers that it has failed to comply with the labeling requirements of the Act, it shall immediately notify Buyer of those products supplied to Buyer which failed to comply with the labeling requirements of the Act.

20. Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to AM General waivers of liens from all Subcontractors providing a complete release of all possible liens arising out of this Contract, or receipts in full in lieu thereof, and, in either case a notarized affidavit stating that said releases and receipts cover all materials and labor incorporated in the work for which a lien might be filed. The Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to AM General, to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, the Contractor shall refund to AM General all monies that the latter may be compelled to pay in discharging such lien or claim, including all costs and a reasonable attorneys fee.

PATENT