

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	ASSIGNMENT														
CONVEYING PARTY DATA															
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Michael Gordon Onsager</td> <td>09/28/2010</td> </tr> <tr> <td>Joseph Helfrich</td> <td>10/05/2010</td> </tr> <tr> <td>Dave L. Perugini</td> <td>09/28/2010</td> </tr> <tr> <td>Wayne George Chmiel</td> <td>09/29/2010</td> </tr> <tr> <td>Robert Weber</td> <td>09/28/2010</td> </tr> <tr> <td>Peter James Miller</td> <td>09/28/2010</td> </tr> </tbody> </table>		Name	Execution Date	Michael Gordon Onsager	09/28/2010	Joseph Helfrich	10/05/2010	Dave L. Perugini	09/28/2010	Wayne George Chmiel	09/29/2010	Robert Weber	09/28/2010	Peter James Miller	09/28/2010
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RECEIVING PARTY DATA															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Bucyrus International, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>1100 Milwaukee Avenue</td> </tr> <tr> <td>Internal Address:</td> <td>Post Office Box 500</td> </tr> <tr> <td>City:</td> <td>South Milwaukee</td> </tr> <tr> <td>State/Country:</td> <td>WISCONSIN</td> </tr> <tr> <td>Postal Code:</td> <td>53172</td> </tr> </table>		Name:	Bucyrus International, Inc.	Street Address:	1100 Milwaukee Avenue	Internal Address:	Post Office Box 500	City:	South Milwaukee	State/Country:	WISCONSIN	Postal Code:	53172		
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CORRESPONDENCE DATA															
Fax Number: (414)297-4900 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 414-271-2400 Email: PTOMailMilwaukee@foley.com Correspondent Name: Russell S. Magaziner Address Line 1: Foley & Lardner LLP Address Line 2: 777 East Wisconsin Ave. Address Line 4: Milwaukee, WISCONSIN 53202															
ATTORNEY DOCKET NUMBER:	017330-0138														

OP \$40.00 12899375

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PATENT
REEL: 025109 FRAME: 0883

NAME OF SUBMITTER:

Russell S. Magaziner

Total Attachments: 5

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ASSIGNMENT - WORLDWIDE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to singly and collectively as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

Bucyrus International, Inc.
1100 Milwaukee Avenue
Post Office Box 500
South Milwaukee, WI 53172

(hereinafter referred to as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to this invention relating to

ENERGY MANAGEMENT AND STORAGE SYSTEM

as set forth in this United States Patent Application

check one ☒ [X] executed concurrently herewith,
 ☐ [] executed on _____,
 ☐ [] Serial No. _____ Filed _____

as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

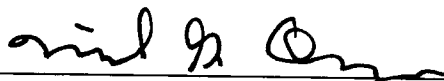
ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner LLP** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner LLP** do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 28 day of SEPTEMBER, 2010.



MICHAEL GORDON ONSAGER

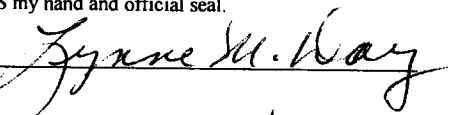
State of Wisconsin

County of Milwaukee

On this 28th day of September, 2010, before me, LYNNE M. DAY (a notary public in and for said county), personally appeared MICHAEL GORDON ONSAGER, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

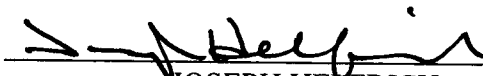
Signature



My Commission Expires: 12/23/2012

(Seal)

Executed this 5 day of October, 2010.



JOSEPH HELFRICH

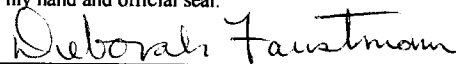
State of Wisconsin

County of Milwaukee

On this 5 day of October, 2010, before me, Deborah Faustmann (a notary public in and for said county), personally appeared JOSEPH HELFRICH, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

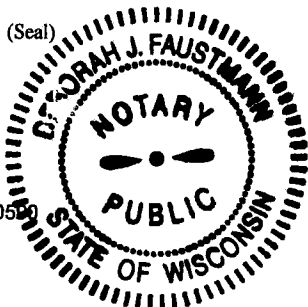
WITNESS my hand and official seal.

Signature



My Commission Expires: 3-30 2014

(Seal)



Executed this 28 day of September, 2010.

Dave L. Perugini
DAVE L. PERUGINI

State of Wisconsin

County of Milwaukee

On this 28th day of September, 2010, before me, LYNNE M. DAY (a notary public in and for said county), personally appeared DAVE L. PERUGINI, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Lynne M Day

My Commission Expires: 12/23/2012

(Seal)

Executed this 29 day of SEPTEMBER, 2010.

Wayne George Chmiel
WAYNE GEORGE CHMIEL

State of Wisconsin

County of Milwaukee

On this 29th day of September, 2010, before me, LYNNE M. DAY (a notary public in and for said county), personally appeared WAYNE GEORGE CHMIEL, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

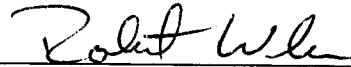
WITNESS my hand and official seal.

Signature Lynne M Day

My Commission Expires: 12/23/2012

(Seal)

Executed this 29 day of SEPT, 2010.



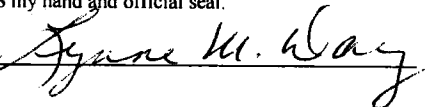
ROBERT WEBER

State of Wisconsin

County of Milwaukee

On this 28th day of September, 2010, before me, LYNNE M. DAY (a notary public in and for said county), personally appeared ROBERT WEBER, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature 

My Commission Expires: 12/23/2012

(Seal)

Executed this 28th day of September, 2010.



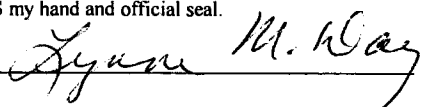
PETER JAMES MILLER

State of Wisconsin

County of Milwaukee

On this 28th day of September, 2010, before me, LYNNE M. DAY (a notary public in and for said county), personally appeared PETER JAMES MILLER, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature 

My Commission Expires: 12/23/2012

(Seal)