

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>Belemark S.A.</td> <td>04/11/2008</td> </tr> <tr> <td>Diesel Machinery International Corporation</td> <td>04/11/2008</td> </tr> <tr> <td>Alberto Cristian Feuereisen</td> <td>04/11/2008</td> </tr> </tbody> </table>		Name	Execution Date	Belemark S.A.	04/11/2008	Diesel Machinery International Corporation	04/11/2008	Alberto Cristian Feuereisen	04/11/2008				
Name	Execution Date												
Belemark S.A.	04/11/2008												
Diesel Machinery International Corporation	04/11/2008												
Alberto Cristian Feuereisen	04/11/2008												
RECEIVING PARTY DATA													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Delta Machinery International Corporation</td> </tr> <tr> <td>Street Address:</td> <td>Edificio Vallarino Ultimo Piso</td> </tr> <tr> <td>Internal Address:</td> <td>Calle 52 y Elvira Mendez</td> </tr> <tr> <td>City:</td> <td>Apartado</td> </tr> <tr> <td>State/Country:</td> <td>PANAMA</td> </tr> <tr> <td>Postal Code:</td> <td>0816-6805</td> </tr> </table>		Name:	Delta Machinery International Corporation	Street Address:	Edificio Vallarino Ultimo Piso	Internal Address:	Calle 52 y Elvira Mendez	City:	Apartado	State/Country:	PANAMA	Postal Code:	0816-6805
Name:	Delta Machinery International Corporation												
Street Address:	Edificio Vallarino Ultimo Piso												
Internal Address:	Calle 52 y Elvira Mendez												
City:	Apartado												
State/Country:	PANAMA												
Postal Code:	0816-6805												
PROPERTY NUMBERS Total: 2													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Property Type</th> <th style="width: 70%;">Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>7708351</td> </tr> <tr> <td>Patent Number:</td> <td>7267409</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	7708351	Patent Number:	7267409						
Property Type	Number												
Patent Number:	7708351												
Patent Number:	7267409												
CORRESPONDENCE DATA													
Fax Number: (202)778-2201 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 2029551500 Email: dtsepal@hunton.com Correspondent Name: Hunton & Williams LLP Address Line 1: 1900 K Street, NW Address Line 2: Suite 1200, IP Department Address Line 4: Washington, DISTRICT OF COLUMBIA 20006-1109													
ATTORNEY DOCKET NUMBER:	66193.02&03												
NAME OF SUBMITTER:	Deborah Tsepal												

CH \$80.00 7708351

501347528

PATENT
REEL: 025348 FRAME: 0100

Total Attachments: 6

source=Assignment66193#page1.tif

source=Assignment66193#page2.tif

source=Assignment66193#page3.tif

source=Assignment66193#page4.tif

source=Assignment66193#page5.tif

source=Assignment66193#page6.tif

**COMPRAVENTA DE PATENTES Y
SOLICITUDES DE INVENCION**

ENTRE

**ALBERTO CRISTIAN FEUEREISEN
AZOCAR, DIESEL MACHINERY
INTERNATIONAL CORPORATION,
BELEMARK SOCIEDAD ANONIMA**

Y

**DIESEL MACHINERY INTERNATIONAL
CORPORATION (PANAMA)**

**PATENT AND PATENT APPLICATIONS
PURCHASE AGREEMENT**

BETWEEN

**ALBERTO CRISTIAN FEUEREISEN
AZOCAR, DIESEL MACHINERY
INTERNATIONAL CORPORATION,
BELEMARK SOCIEDAD ANONIMA**

AND

**DIESEL MACHINERY INTERNATIONAL
CORPORATION (PANAMA)**

En Santiago de Chile, a 11 de abril de 2008 entre don Alberto Cristian Feuereisen Azocar, cédula nacional de identidad No. 7.184.294-0, domiciliado en Los Raulies No. 800 Parque Industrial, Aeropuerto, Quilicura, Santiago; DIESEL MACHINERY INTERNATIONAL CORPORATION, a una sociedad constituida y vigente de acuerdo a las leyes del Estado de Florida, Estados Unidos de Norteamérica, domiciliado en 2050 NW.W 95TH Avenue Miami, Florida 33172, representada por don Franco Giangrandi Valenzuela, cédula nacional de identidad No. 5.666.498-K, domiciliado en Los Raulies No. 800 Parque Industrial, Aeropuerto, Quilicura, Santiago; BELEMARK SOCIEDAD ANONIMA, también conocida como Belemark S.A., una sociedad constituida y vigente de acuerdo a las leyes de la República de Uruguay, con domicilio en 25 de mayo 444, Piso 2, Motevideo, Uruguay, representada por don Alberto Hardessen Bentjerodt, cédula nacional de identidad No. 5.032.581-4, domiciliado en Los Raulies No. 800 Parque Industrial, Aeropuerto, Quilicura, Santiago, en adelante "los VENDEDORES", por una parte y, por la otra, DIESEL MACHINERY INTERNATIONAL CORPORATION (PANAMA), una sociedad constituida y vigente de acuerdo a la legislación de Panamá, con domicilio en Edificio Vallarino Ultimo Piso, Calle 52 y Elvira Méndez, Apartado Postal 0816-6805, Panamá, representada por los señores Franco Giangrandi Valenzuela, cédula nacional de identidad No. 5.666.498-K,

In Santiago, Chile, on April 11th, 2008, between Mr. Alberto Cristian Feuereisen Azocar, Chilean Identity Card Number No. 7.184.294-0, domiciled at Los Raulies No. 800 Parque Industrial, Aeropuerto, Quilicura, Santiago, DIESEL MACHINERY INTERNATIONAL CORPORATION, a company organized and existing under the laws of the state of Florida, USA, domiciled at 2050 NW.W 95TH Avenue Miami, Florida 33172, represented by Mr. Franco Giangrandi Valenzuela, Chilean Identity Card Number No. 5.666.498-K, domiciled at Los Raulies No. 800 Parque Industrial, Aeropuerto, Quilicura, Santiago, BELEMARK SOCIEDAD ANONIMA, also known as Belemark S.A., a company organized and existing under the laws of the Republic of Uruguay, domiciled at 25 de mayo 444, Piso 2, Motevideo, Uruguay, represented by Mr. Alberto Hardessen Bentjerodt, Chilean Identity Card Number No. 5.032.581-4, domiciled at Los Raulies No. 800 Parque Industrial, Aeropuerto, Quilicura, Santiago, hereinafter referred to as "the ASSIGNORS", on the one part, and DIESEL MACHINERY INTERNATIONAL CORPORATION (PANAMA), a company organized and existing under the laws of Panama, domiciled at Edificio Vallarino Ultimo Piso, Calle 52 y Elvira Méndez, Apartado Postal 0816-6805, Panamá, represented by Messrs. Franco Giangrandi Valenzuela, Chilean Identity Card No. 5.666.498-K, and Alberto Cristian Feuereisen Azocar Chilean Identity



Card No. 7.184.294-0, both domiciled at Los Raulics No. 800 Parque Industrial, Aeropuerto, Quilicura, Santiago, hereinafter referred to as "the ASSIGNEE", on the other part, who state that they have agreed the following patent assignment contract:

ONE: Specification of the Agreement

The parties hereto enter into a Purchase Agreement to be governed by the clauses herein below and, as to the matters not covered therein, by the applicable provisions of Law N° 19.039 on Industrial Property and its amendments, Article 1793 and following ones of the Civil Code, as well as by any other appropriate legal and regulatory provisions.

TWO: Description of the Patents and Patent Applications

The ASSIGNOR is the owner of the following patents and patent applications, hereinafter "the Patents":

(a) Patent No. 7,267,409, granted in United States of America in the name of Mr. Alberto Cristian Feuereisen Azocar, Belemark S.A. and Diesel Machinery International Corporation on September 11, 2007, entitled "High tonnage ultra light mining truck with a greater load efficiency for off-road applications that comprises a lightweight power and traction system, a steering system and a lateral suspension and tipping system for the lightweight curved dump";

(b) Patent Application No. 11/607,205 (divisional of Patent No. 7,267,409), filed in United States of America in the name of Mr. Alberto Cristian Feureisen Azocar, Belemark S.A. and Diesel Machinery International Corporation on December 1, 2006, entitled "High tonnage ultra light mining truck with a greater load efficiency for off-road applications that comprises a lightweight power and traction system, a steering system and a lateral suspension and tipping system for the lightweight curved dump";

(c) Patent Application No. 11 2005 001 750.8, filed in Germany (PCT national phase) in the name of Mr. Alberto Cristian Feuereisen, Belemark S.A.



Feuereisen Azocar, Belemark S.A. y Diesel Machinery International Corporation el 17 de junio de 2005, titulada "Camión minero ultra ligero de alto tonelaje";

(d) Solicitud de Patente No. AU2005277974, presentada en Australia (fase nacional PCT) a nombre del señor Alberto Cristian Feuereisen Azocar, Belemark S.A. y Diesel Machinery International Corporation el 17 de junio de 2005, titulada "Camión minero ultra ligero de alto tonelaje";

(e) Solicitud de Patente No. PI0512290-2, presentada en Brasil (fase nacional PCT) a nombre del señor Alberto Cristian Feuereisen Azocar, Belemark S.A. y Diesel Machinery International Corporation el 17 de junio de 2005, titulada "Camión minero ultra ligero de alto tonelaje";

(f) Solicitud de Patente No. 2,574,785, presentada en Canadá (fase nacional PCT) a nombre del señor Alberto Cristian Feuereisen Azocar, Belemark S.A. y Diesel Machinery International Corporation el 17 de junio de 2005, titulada "Camión minero ultra ligero de alto tonelaje";

(g) Solicitud de Patente No. 200580030540.3, presentada en China (fase nacional PCT) a nombre del señor Alberto Cristian Feuereisen Azocar, Belemark S.A. y Diesel Machinery International Corporation el 17 de junio de 2005, titulada "Camión minero ultra ligero de alto tonelaje";

(h) Solicitud de Patente No. MX/A/2007/000966, presentada en México (fase nacional PCT) a nombre del señor Alberto Cristian Feuereisen Azocar, Belemark S.A. y Diesel Machinery International Corporation el 17 de junio de 2005, titulada "Camión minero ultra ligero de alto tonelaje";

(i) Solicitud de Patente No. 2007/00861, presentada en Sudáfrica (fase nacional PCT) a nombre del señor Alberto Cristian Feuereisen Azocar, Belemark S.A. y Diesel Machinery International Corporation el 17 de junio de 2005, titulada "Camión minero ultra ligero de alto tonelaje".

and Diesel Machinery International Corporation, PCT filing of June 17, 2005, entitled "High tonnage ultra light mining truck";

(d) Patent Application No. AU2005277974, filed in Australia (PCT national phase) in the name of Mr. Alberto Cristian Feuereisen, Belemark S.A. and Diesel Machinery International Corporation, PCT filing of June 17, 2005, entitled "High tonnage ultra light mining truck";

(e) Patent Application No. PI0512290-2, filed in Brazil (PCT national phase) in the name of Mr. Alberto Cristian Feuereisen, Belemark S.A. and Diesel Machinery International Corporation, PCT filing of June 17, 2005, entitled "High tonnage ultra light mining truck";

(f) Patent Application No. 2,574,785, filed in Canada (PCT national phase) in the name of Mr. Alberto Cristian Feuereisen, Belemark S.A. and Diesel Machinery International Corporation, PCT filing of June 17, 2005, entitled "High tonnage ultra light mining truck";

(g) Patent Application No. 200580030540.3, filed in China (PCT national phase) in the name of Mr. Alberto Cristian Feuereisen, Belemark S.A. and Diesel Machinery International Corporation, PCT filing of June 17, 2005, entitled "High tonnage ultra light mining truck";

(h) Patent Application No. MX/A/2007/000966, filed in Mexico (PCT national phase) in the name of Mr. Alberto Cristian Feuereisen, Belemark S.A. and Diesel Machinery International Corporation, PCT filing of June 17, 2005, entitled "High tonnage ultra light mining truck";

(i) Patent Application No. 2007/00861, filed in South Africa (PCT national phase) in the name of Mr. Alberto Cristian Feuereisen, Belemark S.A. and Diesel Machinery International Corporation, PCT filing of June 17, 2005, entitled "High tonnage ultra light mining truck".

TERCERO: Compraventa.
Por el presente instrumento, los

THREE: Purchase Agreement
The ASSIGNORS hereby sell, assign and



VENEDORES venden, ceden y transfieren al **COMPRADOR**, para quien compra, acepta y adquiere su representante, las Patentes y solicitudes de patentes singularizadas en la cláusula anterior, con todos sus derechos y privilegios, comprendiendo la o las prioridades que pudiesen existir en relación a las Patentes y solicitudes correspondientes, incluidos todos los derechos litigiosos de que pudiera ser titular los **VENEDORES**, con motivo de juicios de oposición, acciones de nulidad, infracciones u otros que sean consecuencia de la propiedad de las Patentes y Solicitudes de Patente que en este acto se transfieren.

CUARTO: Precio.

El precio de la compraventa de las Patentes singularizada en la cláusula segunda asciende a la suma única y total de US\$ 40.000 (cuarenta mil dólares de los Estados Unidos de América) que el **COMPRADOR** ha pagado con anterioridad a este acto a los **VENEDORES**, quien declara que el precio de la compraventa se encuentra íntegramente pagado.

QUINTO: Gastos.

Serán de cargo del **COMPRADOR** los siguientes gastos: (a) gastos notariales que se originen con ocasión del otorgamiento del presente contrato y (b) derechos y otros gastos que se originen con ocasión de la anotación de la compraventa de las Patentes ante el Departamento de Propiedad Industrial.

SEXTO: Domicilio.

Para todos los efectos de este contrato, las partes fijan su domicilio en la comuna de Santiago y se someten a la jurisdicción de sus Tribunales de Justicia.

SEPTIMO: Registro.

Se faculta al portador de copia debidamente suscrita por las partes del presente contrato para requerir y firmar las anotaciones y subinscripciones que fueran procedentes ante el Departamento de Propiedad Industrial.

El poder del señor Franco Giangrandi Valenzuela para representar a Diesel Machinery International Corporation, fue otorgado por poder con fecha 30 de mayo de 2000 ante Notario Público de Florida doña Stella Menendez, protocolizado en la Notaría de Santiago de don Enrique Morgan Torres el 26 de octubre de 2001.

transfer to the **ASSIGNEE**, on which behalf its representative buys, accepts and purchases the Patents and Patent applications referred to in the above clause, including all the lawsuit rights, rights, comprising priorities which can exist regarding corresponding Patents and applications in which the **ASSIGNORS** might be the principal, as a result of oppositions, cancellation actions, infringement actions and any other actions that may result from the ownership of the Patents and Patent Applications assigned hereunder.

FOUR: Price.

The purchase price of the Patents referred to in clause two amounts to US\$ 40,000 (Fourty thousand dollars of the United States of America) that the **ASSIGNEE** has previously paid to the **ASSIGNORS**, which in turn declares the purchase price to be fully paid.

FIVE: Expenses.

The **ASSIGNEE** will bear the following expenses: (a) notarial expenses arising from the execution of this assignment contract, and (b) duties and taxes arising from recordal of the assignment of the Patents with the Industrial Property Department.

SIX: Domicile

For all the purposes of this Agreement, the parties hereto elect domicile in the commune of Santiago and submit to the jurisdiction of its Courts of Justice.

SEVENTH: Registration.

The bearer of a duly executed copy of this contract is hereby empowered to request and sign any relevant new registrations and entries before the Industrial Property Department.

The power of attorney of Mr. Franco Giangrandi Valenzuela to act on behalf of Diesel Machinery International Corporation was granted by power dated May 30, 2000, before Public Notary of Florida Mrs. Stella Menendez, protocolized before Public Notary of Santiago Mr Enrique Morgan Torres on October 26, 2001.



El poder del señor Alberto Hardessen Bentgerdt para representar a Belemark Sociedad Anonima, fue otorgado con fecha 26 de julio de 2004, ante Notario Publico de Uruguay don Cono Santiago Guedes Casella y protocolizado ante Notario Publico de Santiago don Luis Pora Maldonado el 31 de Julio de 2004.

El poder de los señores Franco Giangrandi Valenzuela y Alberto Cristian Feneisen Azocar para representar a Diesel Machinery International Corporation (Panama) fue otorgado con fecha 22 de diciembre de 2006 ante el Notario Publico de Panama don Cecilio Roberto Moreno Arsemena.

The power of attorney of Mr. Alberto Hardessen Bentgerdt to act on behalf of Belemark Sociedad Anonima was granted on July 26, 2004 before Public Notary of Uruguay Mr. Cono Santiago Guedes Casella and protocolized by the Public Notary of Santiago Mr Luis Pora Maldonado on July 31st, 2004.

The power of attorney of Mr. Franco Giangrandi Valenzuela and Alberto Cristian Feneisen Azocar, to act on behalf of Diesel Machinery International Corporation (Panama) was granted on December 22, 2006 before Public Notary of Panama Mr. Cecilio Roberto Moreno Arsemena.

Alberto Cristian Feneisen Azocar

Franco Giangrandi Valenzuela
pp. DIESEL MACHINERY
INTERNATIONAL CORPORATION

Alberto Hardessen Bentgerdt/
pp. BELEMARK SOCIEDAD ANONIMA

Franco Giangrandi Valenzuela
pp. Diesel Machinery International
Corporation (Panama)

Alberto Cristian Feneisen Azocar
pp. Diesel Machinery International
Corporation (Panama)

Alberto Cristian Feneisen Azocar

Franco Giangrandi Valenzuela
pp. DIESEL MACHINERY
INTERNATIONAL CORPORATION

Alberto Hardessen Bentgerdt
pp. BELEMARK SOCIEDAD ANONIMA

Franco Giangrandi Valenzuela
pp. Diesel Machinery International Corporation
(Panama)

Alberto Cristian Feneisen Azocar
pp. Diesel Machinery International Corporation
(Panama)

FIRMO ANTE MI DON ALBERTO CRISTIAN DE LOURDES FEVEREISEN AZOCAR, CEDULA DE IDENTIDAD Nº7.184.294-0, DON FRANCO ARTURO GIANGRANDI VALENZUELA, CEDULA DE IDENTIDAD Nº5.666.498-K, EN REPRESENTACION DE DIESEL MACHINERY INTERNATIONAL CORPORATION Y DON ALBERTO ENRIQUE HARDESSEN BENTJEROT, CEDULA DE IDENTIDAD Nº5.032.581-5, EN REPRESENTACION DE BELEMARK S.A, COMO VENEDORES Y DON FRANCO ARTURO GIANGRANDI VALENZUELA, CEDULA DE IDENTIDAD Nº5.666.498-K Y DON ALBERTO CRISTIAN DE LOURDES FEVEREISEN AZOCAR, CEDULA DE IDENTIDAD Nº7.184.294-0, AMBOS EN REPRESENTACION DE DIESEL MACHINERY INTERNATIONAL CORPORATION (PANAMA), COMO COMPRADOR.- SANTIAGO, 11 DE ABRIL DEL 2008.-

