

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
M&D RP, L.L.C.	12/21/2010
RECEIVING PARTY DATA	
Name:	The Heil Co., d/b/a Environmental Solutions Group
Street Address:	2303 Hamilton Place Blvd.
Internal Address:	Suite 200
City:	Chattanooga
State/Country:	TENNESSEE
Postal Code:	37421
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	12476767
Application Number:	12476884
Application Number:	10767594
Application Number:	12473544
Patent Number:	7572091
Patent Number:	7568881
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	402 390 9500
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501394920

PATENT  
REEL: 025572 FRAME: 0359

OP \$240.00 12476767

ATTORNEY DOCKET NUMBER:	2768-0086 DELAWARE CAPITA
NAME OF SUBMITTER:	Roberta L. Christensen
Total Attachments: 3 source=Heil Co Patents #page1.tif source=Heil Co Patents #page2.tif source=Heil Co Patents #page3.tif	

## PATENT ASSIGNMENT (UNITED STATES)

THIS PATENT ASSIGNMENT (this "Assignment") is made and entered into effective December 22, 2010, by M&D RP, L.L.C., an Ohio limited liability company ("Assignor") in favor of The Heil Co., a Delaware corporation d/b/a Environmental Solutions Group ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement entered into by and between Assignor and Assignee, among others, dated as of December 22, 2010 (the "Asset Purchase Agreement"), Assignor has agreed to assign the United States Patents and Patent Applications set forth on Exhibit "A" (collectively the "Patents") to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions of the Asset Purchase Agreement, Assignor hereby irrevocably sells, grants, assigns, transfers and conveys to Assignee all of Assignor's right, title and interest, together with all rights of priority, in and to the Patents, and including the subject matter of all claims that may be obtained therefrom, for Assignee's own use and enjoyment, and for the use and enjoyment of its 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 executed, 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.

Assignor hereby covenants that it has full right, power and authority and has been duly authorized to convey the right, title and interest herein assigned, and that it has not and will not execute any agreement in conflict herewith. Assignor further covenants that, when requested, it will, at Assignee's expense, execute all documents and take all such further actions as may be reasonably necessary to enable Assignee to obtain, maintain and enforce its rights and interests in and to the Patents.

Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect to the Patents.

M&D RP, L.L.C.,  
an Ohio limited liability company

By: [Signature]

Title: MEMBER

STATE OF Ohio )  
COUNTY OF Crawford ) SS.

On this 21 day of Dec, 2010, before me a Notary Public in and for the county and state  
aforesaid, appeared Mark Minkelt, to me personally known to be  
the person whose name is subscribed to the foregoing Assignment and acknowledged that  
he/she executed said instrument as his/her free and voluntary act for the uses and purposes  
therein expressed. Witness my hand and seal the day and year last above given.



EMILY TRAMMEL-SCRUGGS, NOTARY  
STATE OF OHIO  
MY COMMISSION EXPIRES: 3/16/15

[Signature]  
Notary Public

**EXHIBIT "A"**

**U.S. PATENTS AND PATENT APPLICATIONS**

<b>TITLE</b>	<b>APPLICATION SERIAL NO./ PATENT NO.</b>
System for Loading/Unloading Containers	7,572,091
System and Method for Loading/Unloading Containers	7,568,881
Roll Off Hoist with Hinged Tail and Hydraulic Reeving System	12476767
Roll Off Hoist with Hinged End Portion	12476884
System for Loading/Unloading Containers	10767594
System and Method for Loading/Unloading Containers	12473544