

# 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>
Ivan E. Bounds	01/10/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Herzog Contracting Corp.
<b>Street Address:</b>	600 S Riverside Road
<b>City:</b>	St. Joseph
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	64507
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	13004117
<b>CORRESPONDENCE DATA</b>	
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<b>ATTORNEY DOCKET NUMBER:</b>	541.027
<b>NAME OF SUBMITTER:</b>	Kent R. Erickson
<b>Total Attachments: 3</b> source=Executed_assignment2#page1.tif source=Executed_assignment2#page2.tif source=Executed_assignment2#page3.tif	

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**PATENT**  
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## ASSIGNMENT AGREEMENT

On the date shown below, and for good and valuable consideration the receipt of which I acknowledge, I made the following assignment and promises to Herzog Contracting Corp., ("Assignee"), a Missouri corporation having a principal place of business at 600 S. Riverside Road, St. Joseph, Missouri 64507, in connection with my invention of a new, original, CLAMP ASSEMBLY ("the Invention").

1. I assign, transfer, and convey to Assignee the entire right, title and interest in and to
  - (a) the Invention;
  - (b) the application for United States Letters Patent Serial No. 13/004,117 filed by me on January 11, 2011 as a continuation-in-part of application Serial No. 12/545,632 filed on August 21, 2009 (I hereby authorize and request that the attorney(s) for assignee, insert in this assignment document the application number and filing date of said application once known);
  - (c) any application for United States Letters Patent filed with respect to the Invention including provisional and non-provisional applications and the non-provisional application executed by me on the same date that I executed this assignment;
  - (d) any Letters Patent issued pursuant to, or as a result of, any application referenced above;
  - (e) all applications for Letters Patent, or similar legal protection, which may be filed in any country or countries foreign to the United States with respect to the Invention.
  - (f) all Letters Patent which may be granted for the Invention in any country or countries foreign to the United States; and
  - (g) all extensions, renewals, reissues, divisions, continuations and continuations-in-part (or their legal equivalents) of any applications or Letters Patent referred to above.

2. I authorize and request the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue patents or similar legal protection on applications, to issue to Assignee all Letters Patent or similar legal protection for the Invention or improvements.

3. I agree that, upon the request of Assignee, I will
  - (a) execute any and all divisional, continuation and renewal applications for the

Invention or improvements;

- (b) execute any supplemental oath relating to the Invention or improvements;
- (c) execute any application for reissue or extension of any Letters Patent that may be granted upon the application;
- (d) cooperate to the best of my ability in connection with any interference proceeding, including but not limited to, cooperation in connection with preparing the preliminary statement and giving and producing evidence in support of such preliminary statement;
- (e) perform any and all affirmative acts to obtain Letters Patent and vest all right in such Letters Patent in Assignee; and
- (f) perform such additional acts as Assignee may deem necessary or expedient in connection with any of the matters stated above.

4. I covenant and warrant that as of the effective date of this Assignment Agreement, I am the true and lawful owner of the entire right, title, and interest in the Invention, application for Letters Patent, and any Letters Patent which may issue under said application, and have the full right and power to convey the same; that the same are free and clear of all liens, charges and encumbrances whatsoever; and that I have not executed and will not execute any agreement in conflict with this Assignment Agreement.

5. This Assignment Agreement is binding upon, shall inure to the benefit of, and shall be performed by the parties named, their heirs, administrators, legal representatives, successors and assigns.

1-10-11  
Date

Ivan E. Bounds  
Ivan E. Bounds

STATE OF Missouri )  
COUNTY OF Buchanan ) ss.

On this 10<sup>th</sup> day of JANUARY, 2011, before me, a Notary Public in and for the above State and County, personally appeared Ivan E. Bounds, to me known and known to me to be the person of that name who signed the above instrument, and he acknowledged the same to be his free act and deed.

Bert K. Ross  
Notary Public

My Comm.

