

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Terry M. Thomas	01/06/2011
Douglas F. Anderson	01/06/2011
Darin M. Sutton	01/06/2011
David K. Herdle	01/06/2011
Philip E. Smith	10/12/2006
RECEIVING PARTY DATA	
Name:	Joy MM Delaware, Inc.
Street Address:	2751 Centerville Road
Internal Address:	Suite 342
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19808
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12692145
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Michael Best & Friedrich LLP
Address Line 1:	100 East Wisconsin Avenue
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ATTORNEY DOCKET NUMBER:	051077-9118-US00

CH \$40.00 12692145

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**PATENT
 REEL: 025631 FRAME: 0565**

NAME OF SUBMITTER:

Thomas A. Miller

Total Attachments: 3

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A S S I G N M E N T

Pursuant to our obligation to Joy MM Delaware, Inc. (hereinafter referred to as "Assignee"), a Delaware corporation having its principal place of business at:

2751 Centerville Road
Suite 342
Wilmington, DE 19808

and for other valuable and sufficient consideration, receipt whereof is hereby acknowledged,
we:

Terry M. Thomas
108 Smith Road
Franklin, PA 16323

Douglas F. Anderson
897 Old Franklin Pike
Cochranton, PA 16314

Darin M. Sutton
31330 Shaffer Road
Guys Mills, PA 16327

David K. Herdle
235 Evergreen Drive
Franklin, PA 16323

Phillip E. Smith
7 York Avenue
Craighall Park
2196 Johannesburg
South Africa

confirm our obligation to and hereby sell, assign and convey, unto Assignee, its successors and assigns, our entire right, title and interest -

(1) in and to inventions described in a patent application titled "DEVICE FOR REDUCING THE LIKELIHOOD OF DAMAGE TO A TRAILING CABLE" for which we filed United States Patent Application No. 12/692,145 (Atty. File No. 051077-9118-US00) (hereinafter the "U.S. utility patent application") ;

(2) in and to the U.S. utility patent application, in and to all other patent applications (including divisional, continuation, continuation-in-part, 35 U.S.C. §111(b) provisional, 35 U.S.C. §111(a), and reissue applications) based upon said invention, and in and to the patent or patents to be granted thereon, to the full end of the term or terms for which said patent or patents may be granted;


(3) in and to all patent applications on said invention now or hereafter filed in countries foreign to the United States of America, and in and to any and all patents granted on said applications to the full end of the terms for which said patents may be granted; and

(4) under the International Convention in respect to the U.S. utility patent application and agree that any patent applications of any foreign countries which may be filed shall be filed in the name of our Assignee with a claim to priority based on either or both of the U.S. utility patent application.

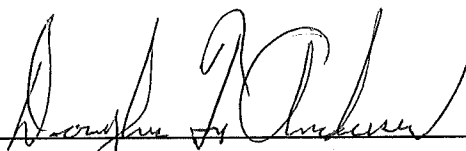
And we hereby agree that we will, upon demand of Assignee, its successors or assigns, and without further consideration to us, execute any and all papers that may be necessary, or deemed by Assignee, its successors or assigns, to be necessary, to a complete fulfillment of the intent and purposes of this Assignment, it being understood that any expense incident to the execution of such papers shall be paid by Assignee, its successors and assigns, and not by us.

And the Commissioner of Patents and Trademarks of the United States is hereby authorized and requested to issue said patent or patents to Assignee.


01/06/2011
Date


Terry M. Thomas

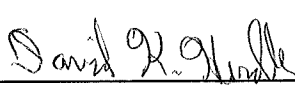
01/06/2011
Date


Douglas F. Anderson

1/6/2011
Date


Darin M. Sutton

6 JAN 2011
Date


David K. Herdle

Date

Phillip E. Smith



JOY TECHNOLOGIES INC.

INVENTIONS AND CONFIDENTIALITY AGREEMENT

I recognize that the continuation and growth of the business of Joy Technologies Inc., including its subsidiaries, divisions and affiliated companies (hereinafter called Joy) depend to a large extent upon the technical and other confidential and proprietary information relating to the business of Joy which may be developed or acquired by Joy, and that a significant part of the business of Joy in which I may participate involves the improvement of existing products and processes and the development of new products and processes.

NOW, THEREFORE, in consideration of the initiation or continuation of my employment by Joy, acknowledging my compensation, and other good and valuable consideration and intending to be legally bound, I agree as follows:

1. I shall promptly disclose in writing and assign and do hereby assign, to Joy all right, title and interest in and to all inventions, including designs, discoveries, innovations and improvements (hereafter called "Inventions") made by me, either alone or jointly with others during the period of my employment with Joy and for a period of one (1) year thereafter, whether or not made or conceived during working hours, which relate in any manner to the business or research activities or result from the use of Joy's time, supplies, materials or facilities of Joy.

2. At any time during or subsequent to the period of my employment with Joy, I will sign appropriate documents and otherwise assist Joy or its nominees, entirely at the expense of Joy, as may be required to obtain, maintain and enforce in the United States, Canada and elsewhere patents pertaining to such Inventions.

Joy may notify any third party, including prospective employers, as to the existence and provisions of this Agreement.

JOY TECHNOLOGIES INC.
BY [Signature]
Signature
NANCY H. HALL
Company Representative Name
Typed or printed
Joy Mining Machinery
Company Location
Date: 10-12-06

EMPLOYEE
BY [Signature]
Signature
PHILIP E T SMITH
Employee's Name
Typed or printed
Social Security No.
Date: 12 Oct 2006

NOTICE: PARAGRAPH NO. 1 OF THIS AGREEMENT DOES NOT APPLY TO INVENTIONS (A) FOR WHICH NO EQUIPMENT, SUPPLIES, FACILITIES OR TRADE SECRET INFORMATION OF JOY WAS USED, AND (B) WHICH WAS DEVELOPED ENTIRELY ON THE EMPLOYEE'S OWN TIME, AND (C) WHICH INVENTION DOES NOT RELATE TO THE BUSINESS OF JOY, OR TO JOY'S ACTUAL OR ANTICIPATED RESEARCH OR DEVELOPMENT, OR WHICH INVENTION DOES NOT RESULT FROM ANY WORK PERFORMED BY THE EMPLOYEE FOR JOY.