

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Lyle Clemenson	02/24/2012
RECEIVING PARTY DATA	
Name:	Great Northern Equipment Distributing, Inc.
Street Address:	20195 South Diamond Lake Road
Internal Address:	Suite 100
City:	Rogers
State/Country:	MINNESOTA
Postal Code:	55374
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5623978
CORRESPONDENCE DATA	
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Tara J. Anderson
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Address Line 2:	Suite 400
Address Line 4:	Eden Prairie, MINNESOTA 55344
ATTORNEY DOCKET NUMBER:	61582-4B
NAME OF SUBMITTER:	Tara J. Anderson
Total Attachments: 4 source=Patent Assignment - 3 12 12#page1.tif source=Patent Assignment - 3 12 12#page2.tif source=Patent Assignment - 3 12 12#page3.tif source=Patent Assignment - 3 12 12#page4.tif	

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ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS (this "Assignment") is made and entered into as of February 24, 2012 (the "Effective Date") from Lyle Clemenson, a Minnesota resident ("Assignor"), in favor of Great Northern Equipment Distributing, Inc., a Minnesota corporation ("Assignee").

WHEREAS, Assignor and Assignee desire that Assignor assign all its right, title and interest in and to the patent applications and registrations owned by Assignor, all as set forth on Schedule A attached hereto (the "Patents"), to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows:

1. Assignment of Patents. Assignor hereby irrevocably assigns to Assignee, and its successors and assigns:

- a) The entire right, title and interest to the Patents including the inventions described or claimed therein, and to each patent application and patent from which the Patents claim priority to in whole or in part;
- b) The entire right, title and interest to any United States or foreign patents that may issue with respect to the inventions described or claimed in the Patents;
- c) The entire right, title and interest to any renewals, reissues, extensions, substitutions, continuations, continuations-in-part, or divisions of the Patents, and all foreign applications based thereon;
- d) The right to apply for patents in foreign countries in its own name and to claim any priority rights to which such foreign applications are entitled under international conventions, treaties or otherwise; and
- e) The right to enforce patent rights to such Patents, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment had not been made, together with all claims by Assignor for damages by reason of past infringement or for provisional rights and including the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns, and other legal representatives.

Assignor agrees that all Patents shall belong exclusively to Assignee, with Assignee having the right to obtain and to hold in its own name such patents, or such other perfection, registration, certification, or protection as may be obtained or applicable to the subject matter, and any extensions and renewals thereof. Assignor hereby authorizes and requests the Commissioner of Patents to issue to Assignee any patents that may be granted in accordance with this Assignment.

2. Entire Agreement. The provisions of this Assignment, and any other documents or instruments executed in conjunction herewith, contain the entire agreement between the parties, and they supersede all prior agreements with respect to the subject matter of this Assignment. This Assignment may not be changed or modified in any manner, and the observance of any provision of this Assignment may not be waived, except by an instrument in writing signed by the parties.

3. Successors and Assigns. The provisions hereof shall inure to the benefit of and be binding upon Assignee and Assignor, and the successors and assigns of Assignee and Assignor.

4. Governing Law; Disputes. This Assignment shall be construed as to both validity and performance and governed by and enforced in accordance with the laws of the State of Minnesota. Assignor hereby irrevocably consents to the exclusive jurisdiction of the courts of Minnesota with respect to the adjudication of any case or controversy arising under or in connection with this Assignment, and agrees that such courts will be the proper and only forum in which to adjudicate any such cause or controversy. Nothing in this section or otherwise shall affect Assignee's right to bring any action or proceeding against Assignor or its property in the courts of such jurisdiction as Assignor shall decide.

5. Section Headings. The section headings herein have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms or provisions hereof.

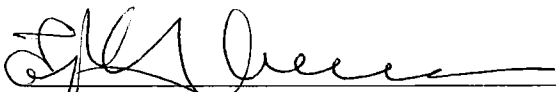
6. Counterparts. This Assignment may be executed in any number of counterparts, all of which taken together shall constitute the Assignment.

7. Further Assurances. Assignor agrees to assist Assignee in every legal way to evidence, record and perfect the assignment of the Patents hereunder and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If Assignee is unable for any reason whatsoever to secure the Assignor's signature to any document it is entitled to under this Section 7, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as his agents and attorneys-in-fact with full power of substitution to act for and on its behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

[Signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee hereby execute this Assignment of Patents an instrument under seal as of the Effective Date.


ASSIGNOR:



LYLE CLEMENSON, individually

ASSIGNEE:

GREAT NORTHER EQUIPMENT DISTRIBUTING, INC.

By: 
Print: Chris Brown
Its: VP

SCHEDULE A

ASSIGNED PATENTS

Patent Applications and Registrations

<u>Title</u>	<u>Country</u>	<u>Application Date</u>	<u>Serial No.</u>	<u>Issue Date:</u>	<u>Patent No.</u>
Stump cutting double claw tooth structure	United States	7/29/1996	08/688,692	4/29/1997	5,623,978