

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Kenneth J. Porubcansky	07/02/2012
RECEIVING PARTY DATA	
Name:	Manitowoc Crane Companies, LLC
Street Address:	2400 South 44th Street
City:	Manitowoc
State/Country:	WISCONSIN
Postal Code:	54221
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	12368113
Application Number:	61027755
CORRESPONDENCE DATA	
Fax Number:	(801)355-7901
Phone:	801-355-7900
Email:	khooper@brinkshofer.com
<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:	Brinks Hofer Gilson & Lione
Address Line 1:	222 South Main Street
Address Line 2:	Suite 1930
Address Line 4:	Salt Lake City, UTAH 84101
ATTORNEY DOCKET NUMBER:	3380-561
NAME OF SUBMITTER:	Steven P. Shurtz
Total Attachments: 3 source=Assignment--KPorubcansky#page1.tif source=Assignment--KPorubcansky#page2.tif source=Assignment--KPorubcansky#page3.tif	

CH \$80.00 12368113

ASSIGNMENT

WHEREAS, Kenneth J. Porubcansky, hereinafter called the "Assignor", has, along with David J. Pech and Joel D. Zick, made the invention described in the United States Patent Application entitled TRACK TENSIONING SYSTEM FOR MOBILE VEHICLES, INCLUDING LIFT CRANES, filed February 9, 2009, assigned Serial No. 12/368,113; and in U.S. Provisional Patent Application Serial No. 61/027,755, filed on February 11, 2008 (for which the Assignor was a joint inventor with David J. Pech and Joel D. Zick); and

WHEREAS, Manitowoc Crane Companies, LLC., a corporation organized and existing under the laws of the State of Wisconsin, having a place of business at 2400 South 44th Street, Manitowoc WI 54221, hereinafter called the "Assignee", desires to acquire the entire right, title and interest in and to the invention and the patent applications identified above, and all patents which may be obtained for said invention, as set forth below; and

WHEREAS David J. Pech and Joel D. Zick previously executed an assignment to Manitowoc Crane Companies, Inc. for Application Serial No. 12/368,113, as inventors of that application, recorded in the Patent and Trademark Office at Reel 022238, frame 0625; and

WHEREAS Manitowoc Crane Companies, Inc. subsequently merged into Manitowoc Crane Companies, LLC, which merger was recorded in the Patent and Trademark Office at Reel 025811, frame 0131; and

WHEREAS Kenneth J. Porubcansky was not originally named as an inventor of Application Serial No. 12/368,113, but has now executed a Declaration as a co-inventor with David J. Pech and Joel D. Zick for the claims allowed in Application Serial No. 12/368,113;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignor from the Assignee is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent applications identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents


defined above; together with the right to recover all damages, including, but not limited to, a reasonable royalty, by reason of past, present, or future infringement or any other violation of patent or patent application rights; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

The Assignor hereby covenants and agrees, for both the Assignor and the Assignor's legal representatives, that the Assignor will assist the Assignee in the prosecution of the patent applications identified above; in the making and prosecution of any other patent applications that the Assignee may elect to make covering the invention identified above; in vesting in the Assignee like exclusive title in and to all such other patent applications and patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that the Assignor will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignor has executed this agreement.

DATED: 07/02/12



Kenneth J. Poubcansky

STATE OF Wisconsin)
COUNTY OF Manitowoc) ss.

I, Vicki L. Grant, a Notary Public in and for the County and State aforesaid, do hereby certify that Kenneth J. Porubcansky, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 2 day of July, 2012.

Vicki L. Grant
Notary Public

My Commission Expires:

April 21, 2013