502132186 11/16/2012

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
BARRY D. BATCHELLER	11/15/2012
JOSHUA N. GELINSKE	11/15/2012
PEDER A. NYSTUEN	11/15/2012

RECEIVING PARTY DATA

Name:	APPAREO SYSTEMS, LLC
Street Address:	1810 NDSU Research Circle North
City:	Fargo
State/Country:	NORTH DAKOTA
Postal Code:	58102-5705

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13678441

CORRESPONDENCE DATA

Fax Number: 8165027898

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 8162688950

Email: uspto@midwestip.com

Correspondent Name: Mark Brown

Address Line 1: Law Office of Mark Brown, LLC
Address Line 2: 4700 Belleview, Suite 210
Address Line 4: Kansas City, MISSOURI 64112

ATTORNEY DOCKET NUMBER:	4602NP
NAME OF SUBMITTER:	Mark Brown

Total Attachments: 4

source=4602NPAssignmentSigned#page1.tif source=4602NPAssignmentSigned#page2.tif source=4602NPAssignmentSigned#page3.tif source=4602NPAssignmentSigned#page4.tif

> PATENT REEL: 029314 FRAME: 0026

CH \$40.00 136/84

ASSIGNMENT AGREEMENT

On the date shown below, and for good and valuable consideration the receipt of which is hereby acknowledged, BARRY D. BATCHELLER, JOSHUA N. GELINSKE, and PEDER A. NYSTUEN, individuals and United States citizens, ("Assignors") made the following assignment and promises to APPAREO SYSTEMS, LLC, a limited liability company in the state of North Dakota, having a principal place of business at 1810 NDSU Research Circle North, Fargo, ND 58102-5705 ("Assignee") in connection with said invention of a new, original and SYSTEM AND METHOD FOR DETERMINING MATERIAL YIELD AND/OR LOSS FROM A HARVESTING MACHINE USING ACOUSTIC SENSORS ("Invention").

- 1) We assign, transfer, and convey to Assignee our entire right, title and interest as co-owners in and to:
 - (a) the Invention;
 - (b) the provisional Letters Patent application Serial No. 61/560,201, filed November 15, 2011;
 - (c) the Letters Patent application Serial No. 13/678,441, filed November 15, 2012;
 - (d) any Letters Patent issued pursuant to, or as a result of, the 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, and continuations (or their legal equivalents) of any applications or Letters Patent referred to above.
- 2) We authorize and request the Commissioner for 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 and the co-owner all Letters Patent or similar legal protection for the Invention or improvements.
- 3) We agree that, upon the request of the Assignee, we will:
 - (a) execute any and all divisional and renewal applications for the Invention or improvements;

DN 4602NP Page 1 of 4

- (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 our 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 such additional acts as Assignee may deem necessary or expedient in connection with any of the matters stated above.
- 4) We covenant and warrant that as of the date of this Assignment Agreement, we are true and lawful owners 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 our interests; that the same are free and clear of all liens, charges and encumbrances whatsoever; and that we 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.

11/15/12	Day & Sall
Date	BARRY D. BATCHELLER
STATE OF North Dakota)) SS. COUNTY OF Cass)	
Public in and for the above State and BATCHELLER, to me known and kn	f November, 2012, before me a Notary County, personally appeared BARRY D. nown to me to be the person of that name who nt, and he acknowledged the same to be his free act

My Commission/Appointment Expires: April 25, 2018

LINETTE DAHL Notary Public State of North Dakota My Commission Expires April 25, 2018

DN 4602NP

Page 2 of 4

Notary Public

1/-15-2012 Date	JOSHUA N. GELINSKE
STATE OF North Dakota) COUNTY OF Cass) SS.	
On this 15 ⁴⁵ day of 16 Public in and for the above State and County GELINSKE, to me known and known to me and sealed the above instrument, and he ack deed.	e to be the person of that name who signed
LINETTE DAHL Notary Public State of North Dakota My Commission Expires April 25, 2018	Notary Public

My Commission/Appointment Expires: fail 25, 2018

<u> </u>	Lista A Noa
Date	PEDER A. NYSTUEN
NYSTUEN, to me known and k	day of <u>Noember</u> , 20 <u>/2</u> , before me a Notary e and County, personally appeared PEDER A. thown to me to be the person of that name who signed and doed.
LINETTE DAHL Notary Public State of North Dako My Commission Expires Apri	a Liete Dell
My Commission/Appointment 1	Expires: <u>April 25, 2018</u>

DN 4602NP

RECORDED: 11/16/2012

Page 4 of 4

PATENT REEL: 029314 FRAME: 0030