

09-23-1998



To the Honorable Commissioner of

100835787

Record the attached original documents or copy thereof

<p>1. Name of conveying party(ies): James E. Cole</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: <u>Splined Tools Corporation</u></p> <p>Internal Address: <u>9-14-98</u></p> <p>Street Address: <u>P.O. Box 740123</u></p> <p>City: <u>Dallas</u></p> <p>Country: <u>United States of America</u> Zip Code: <u>75374</u></p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: <u>September 9, 1998</u></p>	<p>4. Application number(s) or patent number(s):</p> <p>If this document is being filed together with a new application, the execution date(s) of the application is (are): _____</p> <p>A. Patent Application No.(s): <u>08/940,816</u></p> <p>B. Patent No.(s): _____</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP</u></p> <p>Internal Address: <u>Attn. Dkt.: C5219.004/P004</u></p> <p><u>Attn: Richard Veltman</u></p> <p>Street Address: <u>2101 L Street, N.W.</u></p> <p>City: <u>Washington</u> State: <u>D C</u> Zip: <u>20037</u></p>	<p>6. Total number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) <u>\$40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>04-1073</u></p>
<p>09/18/1998 JSWBAZZ 00000145 08940816 01 FC:581 40.00 OP</p> <p style="text-align: center;">DO NOT USE THIS SPACE</p>	
<p>9. Statement and signature.</p> <p><i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i></p> <p><u>Richard Veltman</u> <u>[Signature]</u> <u>September 14, 1998</u></p> <p>Name of Person Signing Signature Date</p> <p>Reg. No. <u>36,957</u></p>	
<p>Total number of pages including cover sheet, attachments, and document: <u>4</u></p>	

ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, made this 9th day of September, 1998, by James E. Cole; (hereinafter referred to as Assignor), residing at 913 Sandhurst Dr., Plano, TX 75025;

WHEREAS, Assignor has invented certain new and useful improvements in a MODULAR TOOL SYSTEM, set forth in an application for Letters Patent of the United States, executed on September 26, 1997, already filed on September 30, 1997 as U.S. application Serial No. 08/940,816; and

WHEREAS, Splined Tools Corporation, a corporation organized under and pursuant to the laws of the state of Texas, having its principal place of business at P.O. Box 740123; Dallas, Texas 75374; (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect continued prosecution applications and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would

have been held and enjoyed by Assignor, had this sale and assignment not been made.

AND for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owner of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any continued prosecution application or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignor hereby grants the following individuals the power to insert on this

Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

Dickstein Shapiro Morin and Oshinsky L.L.P.

Gary M. Hoffman, 26,411; Thomas J. D'Amico, 28,371; Donald A. Gregory, 28,954; James W. Brady, Jr., 32,115; Jon D. Grossman, 32,699; Mark J. Thronson, 33,082; Laurence D. Fisher, 37,131; John R. Fuisz, 37,327; Juliana Haydoutova, P43,313; James M. Heintz, 41,828; Herbert V. Kerner, 42,721; Gianni Minutoli, 41,198; Eric Oliver, 35,307; William E. Powell, III, 39,803; James M. Silbermann, 40,413; Richard Veltman, 36,957 and Darius Gambino, 41,472.

AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

Date: 9-9-98

Assignor: *James E. Cole*
James E. Cole

STATE OF Texas
COUNTY OF Collin

On this 9 day of September, 1998 personally came before me James E. Cole, known to me, and known to me to be the person described in and who signed this Assignment immediately above, and being duly sworn, acknowledged that he executed the same.

Terra L. Baker
Notary Public

My Commission Expires: _____

