

09-30-1998

PATENT



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Conveyance Type

Assignment Security Agreement

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Name (line 1) Execution Date Month Day Year

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Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

<input type="text" value="08/899,547"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="4,290,472"/>	<input type="text" value="4,309,235"/>	<input type="text" value="4,312,696"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="5,603,799"/>	<input type="text" value="5,791,059"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT PCT PCT
PCT PCT PCT

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:
Deposit Account

Enclosed Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes No

Statement and Signature

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. Charges to deposit account are authorized, as indicated herein.

Matthew E. Leno

9-25-98

Name of Person Signing

Signature

Date

SCHEDULE A

PATENTS

UNITED STATES		
TITLE	PATENT NO.	ISSUE DATE
Axially Adjustable Positioning Means	3,844,177	10/29/74
Method & Apparatus for Making Tire Breakers	3,894,906	07/15/75
Tire Building Stitching Assembly	3,943,026	03/09/76
Apparatus for Forming a Tire Breaker	3,972,767	08/03/76
Tire Building Apparatus	4,007,081	02/08/77
Tire Building Apparatus	4,048,002	09/13/77
Tire Building Apparatus	4,290,472	09/22/81
Retractable Bead Setter	4,309,235	01/05/82
Tire Building Apparatus	4,312,696	01/26/82
Method & Apparatus for Making Balanced Metallic Strand	4,397,141	08/09/83
Bead and Filler Assembly	4,410,389	10/18/83
Bead & Filler Assembly Machine & Method of Operation Thereof	4,468,266	08/28/84
Tire Bead Forming Apparatus	5,603,799	02/18/97
Method and Apparatus for Measuring Circumference of Tire Beads	5,791,059	08/11/98

PATENTS (cont.)

CANADA		
TITLE	PATENT NO.	ISSUE DATE
Tire Building Apparatus	957,604	11/12/74
Tire Building Apparatus	980,671	12/30/75
Tire Building Apparatus and Method of Building Tires	981,569	01/13/76
Tire Building Apparatus and Method of Building Tires	982,466	01/27/76
Axially Adjustable Positioning Means	982,852	02/03/76
Tire Building Apparatus and Method of Building Tires	987,575	04/21/76
Tire Building Apparatus	1,021,680	11/29/77
Tire Building Apparatus	1,061,236	08/28/79
Tire Building Apparatus	1,069,424	01/08/80
Retractable Bead Setter Assembly and Method of Operation Thereof	1,172,953	08/21/84
Method and Apparatus for Making Balanced Metallic Strand	1,189,396	06/25/85
Bead and Filler Assembly machine and Method of Operation Thereof	1,195,222	10/15/85
Tire Building Apparatus	1,153,291	09/06/83
Tire Building Apparatus	1,153,292	09/06/83

FRANCE		
TITLE	PATENT NO.	ISSUE DATE
Tire Building Apparatus	80 22400/81 02160	06/23/86

PATENTS (cont.)

GERMANY		
TITLE	PATENT NO.	ISSUE DATE
Tire Building Apparatus	3045792	11/09/89

GREAT BRITAIN		
TITLE	PATENT NO.	ISSUE DATE
Tire Building Apparatus	2,072,592	01/09/85
Retractable Bead Setter Assembly and Method of Operation Thereof	2,081,189	01/09/85

JAPAN		
TITLE	PATENT NO.	ISSUE DATE
Tire Building Apparatus	1,011,937	08/29/80
Tire Building Apparatus	1,011,936	08/29/80
Tire Building Apparatus and Method of Building Tires	1,097,921	05/27/82
Tire Building Apparatus	1,258,795	04/12/85
Tire Building Apparatus	1,293,257	12/16/85
Tire Building Stitcher	1,115,056	09/29/82
Tire Building Apparatus	1,276,784	08/16/85
Retractable Bead Setter Assembly and Method of Operation Thereof	1,574,989	08/20/90

PATENT APPLICATIONS

UNITED STATES		
TITLE	SERIAL NO.	FILE DATE
Tire Bead Forming Method and Apparatus	08/899,547	07/24/97

INDIA		
TITLE	SERIAL NO.	FILE DATE
Pneumatic Bead wire Festoon Apparatus and Method	1942/Del/96	08/30/96

JAPAN		
TITLE	SERIAL NO.	FILE DATE
Tire Curing Mold	62-233608	09/17/87

INTERNATIONAL		
TITLE	SERIAL NO.	FILE DATE
Pneumatic Bead wire Festoon Apparatus and Method	PCT/US96/10570	06/18/96

INVENTION DISCLOSURE DOCUMENTS FILED IN
THE U.S. PATENT AND TRADEMARK OFFICE

TITLE	DOCUMENT NO.	FILE DATE
Bead Filler Forming Machine	363,934	1994
Automatic Tire Bead Measuring Apparatus	377,410	06/30/95
The Gripper Stitcher	397,500	05/08/96
Auto Bead Splice Wrap	420,864	06/10/97
Wire Insulating Die Head	421,545	06/23/97

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PATENT ASSIGNMENT

WHEREAS, Bartell Machinery Systems, Corp. (the "Assignor"), a corporation organized and existing under the laws of the State of New York, is the sole and exclusive owner of the patents, patent applications and inventions listed in the attached Schedule A and incorporated herein, and of the inventions or improvements disclosed in such patents and patent applications (all hereinafter collectively referred to as the "Patents");

WHEREAS, Bartell Machinery Systems, L.L.C., (the "Assignee"), a limited liability company organized and existing under the laws of the State of Delaware, is acquiring the patents, patent applications and inventions listed on the attached Schedule A from Assignor pursuant to the "Agreement for Purchase and Sale of Assets" dated 9/22, 1998, to which Assignor and Assignee are parties; and

WHEREAS, Assignor wishes to herein memorialize said assignment, transfer and sale of the Patents to Assignee.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer unto the Assignee, all of Assignor's right, title and interest in and to the Patents, and any continuations, continuations-in-part, divisions, reissues, reexaminations, extensions, and foreign patents and patent applications thereof, and any rights to file applications and receive patents thereon, the same to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which the said Patents are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made; together with all claims for damages by reason of infringement of same, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

AND, Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and the equivalent offices or officers of other countries to issue in the name of Assignee any and all patents on the inventions included above or any continuation, continuation-in-part, division, reissue, reexamination, extension or foreign patent or patent application thereof or of any of the Patents.

AND, the Assignor hereby warrants and covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

AND, Assignor agrees to execute any instruments and to perform any acts which may be

necessary to fully effectuate and record this Assignment.

IN TESTIMONY WHEREOF, the Assignor has caused this Assignment to be executed by its duly authorized representative on 9/22, 1998.

BARTELL MACHINERY SYSTEMS, CORP.,
a New York Corporation

By: [Signature]
Title: President

ATTEST:

[Signature]
Secretary

CERTIFICATE OF ACKNOWLEDGEMENT

I, Raquel L. Looft, a Notary Public in and for State of New York do hereby certify that Jeffrey M. Bartell, President, personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as a free act and deed on behalf of the identified corporation, Bartell Machinery Systems, Corp., with authority to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 22nd day of September, 1998.

[Signature]
Notary Public

Commission Expires: 01-22-00

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RAQUEL L. LOOFT
Notary Public, State of New York
Appointed in Madison County
No 01LO5054689
My Commission Expires 01-22-00