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06-25-1999

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Y

To the Honorable Commissioner

101076264

attached original documents or copy thereof.

1. Name of conveying party(ies):

Imperial Eastman Acquisition Corp.

2. Name and address of receiving party(ies):

Name: Stride Tool, Inc.

Internal Address: _____

Street Address: 530 E. Washington Street

City: Ellicottville State: NY ZIP: 14731

Additional name(s) of conveying party(ies) attached? Yes No

Additional name(s) and address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: September 20, 1996

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s) 5,495,677 (formerly 08/297,228)

Additional Numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kevin D. McCarthy

Hodgson, Russ, Andrews, Woods & Goodyear, LLP

Internal Address: Intellectual Property Law Section

Street Address: One M&T Plaza, Suite 2000

City: Buffalo State: NY ZIP: 14203-2391

6. Total number of applications and patents involved: / 1 /

7. Total fee (37 CFR 3.41)..... \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

08-2442

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Kevin D. McCarthy, Reg. No. 35,278

Name of Person Signing

Signature

06/14/99

Date

Total number of pages including cover sheet, attachments and document:

06/24/1999 NGUYEN 00000313 5495677

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40.00 DP

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Mail documents to be recorded with required cover sheet information to:
Commissioner for Patents and Trademarks, Box Assignments

ASSIGNMENT AND ASSUMPTION OF PATENTS

KNOW ALL MEN BY THESE PRESENTS, that IMPERIAL EASTMAN ACQUISITION CORP., a Delaware corporation ("Assignor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, pursuant to the terms of an agreement of purchase and sale, dated as of September 20, 1996 (the "Purchase Agreement"), made by and between Assignor and STRIDE TOOL INC., a Delaware corporation ("Assignee"), and providing for the purchase by Assignee of substantially all the assets (other than Excluded Assets) of the Tools and RAC Business (as defined in the Purchase Agreement), comprising a division of the Assignor, does hereby assign to Assignee, and Assignee does hereby accept the assignment of, the entire right, title and interest in and to the patents and patent applications set forth on EXHIBIT A attached hereto and hereby made a part hereof, and in and to the inventions set forth in said patents and patent applications, in and to any patents issuing on said patent applications, and in and to any continuations, divisionals, and reissues thereof, the same to be held and enjoyed by 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 said patents are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with any and all priority rights, Convention rights and other benefits accruing or to accrue to Assignor with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto; and together with all claims for damages by reason of past infringement of said patents, 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 Assistant Commissioner for Patents to issue any and all Letters Patent of the United States on the aforesaid inventions or resulting from the aforesaid applications and any continuations, divisional, and reissues thereof to Assignee as assignee of the entire right, title and interest therein and thereto.

This Assignment and Assumption Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to principle of conflicts of laws.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be duly executed as of the 20th day of September, 1996.

IMPERIAL EASTMAN ACQUISITION CORP.

By: Richard L. Grenolds
Name: Richard L. Grenolds
Title: Vice President

STRIDE TOOL INC.

By: Lori Northrup
Name: Lori Northrup
Title: President

STATE OF NEW YORK)
) SS:
COUNTY OF ERIE)

On this 20th day of September, 1996, personally appeared before me RICHARD L. GRENOLDS, to me known and known to me to be the Vice President of IMPERIAL EASTMAN ACQUISITIONS CORP., who confirmed to me that he executed the foregoing Assignment on behalf of IMPERIAL EASTMAN ACQUISITION CORP. with full authority to do so.

Elana Scoler
Notary Public

ELANA SCOLER
Notary Public, State of New York
Qualified in Erie County
My Commission Expires April 1, 1998

IMPERIAL PATENTS and PATENT APPLICATIONS

TITLE	COUNTRY	SERIAL NO.	FILED	PATENT NO.	ISSUE DATE
FLARING TOOL	USA	112,523	2/7/77	30940 (REISSUE OF 4,068,513)	1/17/78
FLARING TOOL	CANADA	295119		1086996	10/7/80
TUBE BENDER CONSTRUCTION	USA	242,598	3/11/81	4,389,873	6/28/83
TUBE BENDER CONSTRUCTION	USA	235,026	2/17/81	4,424,899	1/10/84
TUBE BENDER CONSTRUCTION	USA	229,861	1/30/81	4,403,496 (RE-EXAM OF 4,398,872)	9/13/83
TUBE BENDER CONSTRUCTION	USA	90003364	3/21/84		
TUBE BENDER CONSTRUCTION	USA	364,127	12/27/94	PENDING	
TUBE BENDER CONSTRUCTION	CANADA	394,569	1/20/82	1180259	1/2/85
TUBE BENDER CONSTRUCTION	JAPAN	119261982	1/29/82	1642401	2/28/82
MANUALLY OPERABLE SWIVEL TUBE BENDER	USA	153,886	2/9/88	4,827,755	5/9/89
TUBE BENDER	USA	229,863	1/30/81	4,379,399	4/12/83
TUBE BENDER	USA	229,864	1/30/81	4,379,600	4/12/83
TUBE BENDER	USA	229,865	1/30/81	4,380,922	4/26/83
TUBE BENDER	USA	229,862	1/30/81	4,389,872	6/28/83
TUBE BENDER	CANADA	547947	9/28/87	1301612	5/26/92
TUBE BENDER	GERMANY	37346725	10/13/87	(PENDING)	
TUBE BENDER	FRANCE			8714214	10/14/87
TUBE BENDER	GREAT BRITAIN	8723633	10/8/87	2195932	10/8/87
TUBE BENDER	JAPAN	257463	10/14/87	(PENDING)	
TUBE BENDER	N.KOREA	8711306	10/13/87	(PENDING)	
TUBE BENDER	TAIWAN	78212612	8/28/87	61601	6/15/91

PATENT

REEL: 010033 FRAME: 0744

IMPERIAL PATENTS and PATENT APPLICATIONS

TITLE	COUNTRY	SERIAL NO.	FILED	PATENT NO.	ISSUE DATE
MULTIPURPOSE TUBE WORKING TOOL	USA	045,797	4/27/87	4,813,260	3/21/89
MULTIPURPOSE TUBE WORKING TOOL	CANADA	564848	4/22/88	1315655	4/6/93
MULTIPURPOSE TUBE WORKING TOOL	GERMANY	38140837	4/26/88		
MULTIPURPOSE TUBE WORKING TOOL	FRANCE GREAT BRITAIN	8805625 88099957	4/27/88 4/27/88	2614809 2203976	3/8/90 4/27/88
MULTIPURPOSE TUBE WORKING TOOL	JAPAN	105352	4/27/88		
MULTIPURPOSE TUBE WORKING TOOL	N. KOREA	884762	4/27/88		
MULTIPURPOSE TUBE WORKING TOOL	TAIWAN	80204632	3/1/88	68215	1/20/92
IMPROVED FLARING TOOL	USA	773143	10/8/91	5228323	7/20/93
ENHANCED TUBE CUTTER	USA	078583	6/17/94	5,345,682	9/13/94
ENHANCED TUBE CUTTER	INDIA	59693		(PENDING)	
ENHANCED TUBE CUTTER	TAIWAN	82106607	10/1/94		11/22/95
TUBE CUTTER	USA	297228	8/29/94		3/5/96
TUBE CUTTER	INDIA	95494	10/3/94		3/5/96
TUBE CUTTER	THAILAND	024079	10/4/94		
TUBE CUTTER	TAIWAN	83109087	10/1/94	(PENDING) (PENDING)	
QUICK COUPLER SERVICE FITTING	USA	317,161	11/2/81	4458719	7/10/84
QUICK COUPLER SERVICE FITTING	GERMANY GREAT BRITAIN	32354649 8225736	9/24/82 9/9/82	3235464 2108615	5/27/92 7/10/85