

10-14-1999

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Conveyance Type

☒ Assignment☐ Security Agreement☐ License☐ Change of Name☐ Merger☐ Other

U.S. Government

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☐ Departmental File☐ Secret File

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Name (line 1)

Dapco Industries

Execution Date
Month Day Year

05151992

Name (line 2)

Execution Date
Month Day Year

Second Party

Name (line 1)

Name (line 2)

Receiving Party

☒

Mark if additional names of receiving parties attached

Name (line 1)

Pandrol Jackson Technologies Inc.

Name (line 2)

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Address (line 1)

200 South Jackson Road

Address (line 2)

Address (line 3)

Ludington

Michigan

49431

City

State/Country

Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

10/08/1999 TTON11 00000253 5777891

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02 FC:58440.00 OP
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Correspondent Name and Address

Area Code and Telephone Number **212-848-4882**

Name **David M. Klein**

Address (line 1) **Shearman & Sterling**

Address (line 2) **New York, New York 10022**

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

2

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)

5777891		

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.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ **160.00**

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:

50-0324

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.

David M. Klein

Name of Person Signing

Signature

Date

10/7/99

BUSINESS DIVISION AGREEMENT

Business Division Agreement (the "Agreement"), dated as of May 15, 1992, by and among Pandrol North America Corporation, a Delaware corporation ("PNAC"), Pandrol Jackson Technologies Inc., a Delaware corporation ("PJT"; or collectively with PNAC, the "Pandrol Group"), Dapco Industries, a New York general partnership (the "Partnership"), DAP Industries, Inc., a Connecticut corporation ("DAP") and Dominick A. Pagano ("Pagano"; and collectively with DAP, "Pagano").

W I T N E S S E T H:

WHEREAS, PNAC and DAP are the sole partners in the Partnership pursuant to that certain partnership agreement, dated as of October 4, 1989 (the "Partnership Agreement");

WHEREAS, Pagano is the sole shareholder of DAP and is employed by the Partnership pursuant to that certain employment agreement, dated as of October 4, 1989 (the "Employment Agreement");

WHEREAS, Pandrol and Pagano are parties to that certain consultation and non-competition agreement, dated as of October 4, 1989 (the "CNCA");

WHEREAS, Pagano and the Partnership are parties to that certain lease agreement, dated October 1, 1989 (the "Old Lease");

WHEREAS, PNAC, DAP and Pagano are parties to that certain asset purchase agreement, dated as of October 4, 1989 (the "APA"), and in connection therewith, the Partnership and Pagano are parties to a certain license agreement made October 4, 1989 (the "License Agreement"); and

WHEREAS, the parties hereto desire to modify or terminate their respective relationships under the foregoing agreements (and certain other agreements, arrangements and understandings relating thereto) on the terms and conditions hereinafter set forth;

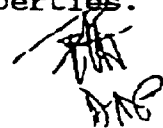
NOW, THEREFORE, in consideration of the agreements, promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1

Agreements and Covenants

Section 1.1 Division of Partnership Assets, Liabilities and Business; Termination of Partnership.

(a) Assets. The Partnership hereby transfers to PJT, as the designee of PNAC, all of its right, title and interest in and to the assets and properties set forth on Schedule 1(a)(i) hereto; and the Partnership hereby transfers to DAP all of its right, title and interest in and to the assets and properties set forth on Schedule 1(a)(ii) hereto; provided, however, that notwithstanding the foregoing to the contrary, if any assets and properties appear on both Schedule 1(a)(i) and Schedule 1(a)(ii) hereto, each of PJT and DAP shall, subject to the provisions of this Agreement, be deemed an owner of such assets and properties.

See Rider 1.1(c) attached hereto and made a part hereof. 

(b) Liabilities.

(i) Except to the extent provided to the contrary in this Agreement (including, but not limited to, Sections 1.1(b)(ii) and (iii) heretof), PJT, as the designee of PNAC, hereby assumes and shall be responsible for all liabilities and obligations of the Partnership (A) reflected on the balance sheet of the Partnership as at March 31, 1992, (B) incurred in the ordinary course of business of the Partnership since March 31, 1992 and which would be required, under generally accepted accounting principles, to be reflected on a balance sheet of the Partnership as at May 15, 1992 and (C) which are set forth on Schedule 1(b)(i) hereto; provided, however, that the foregoing shall not be construed as an assumption by PNAC or PJT or any of their respective Affiliates (i.e., any person or entity which at any time controls, is controlled by or is under common control with either of PNAC or PJT; hereinafter, "Affiliate" or "Affiliates", as the context requires) of, and neither PNAC nor PJT or any of the Affiliates shall, pursuant to this Section 1.1(b)(i), be deemed responsible for, any liabilities or obligations of the Partnership in any way arising out of or resulting from the violation of any Federal, state, local or foreign law, ordinance or governmental or regulatory rule or regulation (collectively "Regulations") relating to the pollution or protection of the environment, including, without limitation, liabilities or obligations arising under Regulations relating to admissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals or industrial toxic or hazardous substances or wastes into the environment (including, without limitation, ambient air, surface water, ground water or land), or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes, including, without limitation, any remediation obligations or clean-up costs

RIDER 1.1(a)

The parties acknowledge and agree that the assets and properties transferred to DAP pursuant to this Agreement and set forth on Schedule 1(a)(ii) hereto represent all, or substantially all, or immaterially greater than all, of the assets and properties the parties hereto believe should have been transferred to DAP in connection with the consummation of the transactions contemplated hereby. The parties hereto agree to work together after the Closing, in good faith, to effect appropriate adjustments to the agreed upon lists of assets and properties (and related valuations) of the Partnership being divided hereunder in order to permit the continuation of the businesses described in Section 1.1(c) hereof.

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relating to any of the foregoing (collectively, the "Environmental Claims"); and further provided, however, that notwithstanding anything contained in this Agreement (including, without limitation, this Section 1.1(b)(i)) to the contrary, PNAC shall not be relieved of its proportional responsibility for liabilities or obligations of Partnership under Section 1.1(b)(iii) hereof.

(ii) Pagano hereby assumes and shall be responsible for all liabilities and obligations of the Partnership which are set forth on Schedule 1(b)(ii) hereto or which are the subject of Section 4.2(a)(ii) or (iii) hereof.

(iii) PNAC ^{severally} and DAP, in proportion to their respective partnership interests in the Partnership prior to the date hereof, shall remain ^{severally} liable and shall be severally responsible for the liabilities and obligations of the Partnership which (A)(1) are not reflected on the balance sheet of the Partnership as at March 31, 1992; (2) have not been incurred by the Partnership in the ordinary course of business of the Partnership since March 31, 1992; and (3) which are not set forth on Schedule 1(b)(i) or Schedule 1(b)(ii) hereto, including, without limitation, any Environmental Claims; or (B) have been incurred by the Partnership in the ordinary course of business of the Partnership since March 31, 1992 to the extent that any such liabilities or obligations, individually or in the aggregate, would have a material adverse effect on the business, financial condition or operations of the Partnership (assuming it were not terminated pursuant to the provisions of this Agreement) or on the assets, properties or business transferred by the Partnership to either PJT or Pagano hereunder. DAP

(c) Continuation of Businesses. The Pandrol Group, on the one hand, and Pagano, on the other hand, shall each, with respect to the other, have the exclusive right to operate certain of the present or proposed businesses of the Partnership as more fully described in Section 1.2 hereof.

(d) Termination of Partnership. The Partnership, and the rights and obligations of PNAC and DAP under the Partnership Agreement, except to the extent provided elsewhere in this Agreement to the contrary, are terminated effective the date hereof; and each of PNAC and DAP are, except to the extent provided elsewhere in this Agreement to the contrary, released from all liabilities and obligations thereunder or arising out of the Partnership's activities prior to the date hereof.

Section 1.2 Non-Competition Agreement.

(a) The CNCA shall be amended and restated in the form attached hereto as Exhibit 1.2(a) (the "Non-Competition Agreement").

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(b) (i) For a period of seven years (the "Term") from the date hereof (except as provided below to the contrary), neither PNAC nor PJT or any of their respective Affiliates (each of the foregoing persons and entities shall, for the purposes of this Section 1.2(b) only, be referred to as PNAC; provided, however, that notwithstanding anything contained in this Agreement to the contrary, excluded from the definition of Affiliates and the definition of PNAC as such terms are used in this Section 1.2(b) shall be the Terrasonics-Pandrol Partnership, a New York general partnership (the "Terrasonics Partnership"), and neither PNAC nor PJT or any of their respective Affiliates (including such Terrasonics Partnership) shall be deemed to be violating the provisions of this Section 1.2(b) as a result of any of the activities of such Terrasonics Partnership) shall alone, or as a member, employee, agent, consultant, officer, director, stockholder or investor (except to the extent PNAC does not own more than 1% of the outstanding stock of any corporation whose stock is publicly-traded) of, in or to any corporation, partnership or other entity:

(A) engage in, permit the use of his or its name by or be connected in any manner with any business or activity which is at any time during the Term, in any manner, directly or indirectly, involved or engaged in the design and/or the manufacture and/or the marketing of, or with respect to, any of the following:

- (1) Transducers and wheel probes or any type of sensor other than those used specifically to ultrasonically inspect and scan railway rails in SITU as railways for internal and external defects;
- (2) All types of transducers used for biomedical diagnostics including, but not limited to, hydrophones, linear, annular arrays and all other configurations of same;
- (3) Equipment, software and hardware to inspect any type of material regardless of size, shape, profile and composition other than that used specifically to ultrasonically inspect and scan railway rails in SITU as railways for internal defects;
- (4) Any type of equipment to cut, profile and prepare for joining or welding any tubular products;
- (5) Transducers for any high temperatures and pressure applications; or
- (6) Any type of characterization and classification of transducers and related equipment ~~PATENT same,~~

located anywhere in the world where Pagano or any of its affiliates (i.e., any person or entity which controls, is controlled by or is under common control with Pagano; hereinafter, a "PG Affiliate") conducts at any time during the Term the businesses which are the subject of this Section 1.2(b)(i)(A) above; provided, however, that notwithstanding anything contained in this Agreement (including, without limitation, pursuant to this Section 1.2(b)(i)(A)) to the contrary, PNAC shall not be restricted in any manner, directly or indirectly, from being involved or engaged in, anywhere in the world, any aspect of the rail, railroad or railway businesses or industries except with respect to the application of existing Partnership wheel probe technology transferred to DAP pursuant to this Agreement (with respect to which PNAC may only utilize such wheel probe technology transferred to DAP pursuant to this Agreement specifically to ultrasonically inspect and scan railway rails in SITU as railways for internal and external defects). The aspects of the rail, railroad or railway businesses or industries with respect to which PNAC shall not be restricted in any manner, directly or indirectly, from being involved or engaged in, anywhere in the world, shall include, without limitation, the design and/or the manufacture and/or the marketing and/or the provision of any services of, or with respect to, any of the following:

- (aa) Rail fastening assemblies for railway and crane tracks
 - discretely supported on all types of sleepers
 - continuously supportedand comprising, as appropriate
 - baseplates (rolled, cast and forged)
 - insulating pieces
 - rail clips
 - baseplate and rail pads
 - housings for securing rail fastenings (rolled, cast and forged);
- (bb) Machines to line, level and tamp railway tracks;
- (cc) Machines to line and level railway tracks by the injection of filler materials between the sleeper soffits and the top of the ballast section;
- (dd) Machines to reprofile rail in-situ on railways;
- (ee) Machines to extract and install railway sleepers;
- (ff) Equipment to measure the geometric configuration of rails and railway track;

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- (gg) Equipment to measure the profile of rails in railways;
 - (hh) Equipment to ultrasonically scan railway rails in situ as railways to detect flaws;
 - (ii) Devices for insertion into worn holes in timber sleepers to re-establish their ability to retain rail fastenings;
 - (jj) Methods of preserving timber in railway structures (like sleepers, bridge timbers, timber bridge members etc.) by the injection of fungicides and pesticides;
 - (kk) Equipment to measure dynamic linear displacements in railway tracks;
 - (ll) Equipment to install and extract railway fastenings;
 - (mm) Equipment to measure wheel profiles and to ultrasonically detect flaws in railway wheels and axles in-situ while the subject train is moving; and
 - (nn) Equipment to ultrasonically measure track structure geometry (like tunnel profiles, discrete obstructions etc.).

(B) solicit, interfere with or endeavor to entice away from Pagano or DAP, with respect to any of the businesses or activities listed in any of Sections 1.2(b)(i)(A)(1)-(6) above, (1) any of their respective customers (i.e., any person or entity which at any time during the Term is a customer of Pagano or DAP) or (2) any person or entity in the habit of dealing with Pagano or DAP; provided, however, that notwithstanding the foregoing to the contrary, the foregoing restrictions on PNAC shall be inapplicable to the extent any of such restrictions relate to the permitted businesses/activities of PNAC pursuant to the provisions of the proviso contained in Section 1.2(b)(i)(A) hereof (including, without limitation, the permitted businesses/activities of PNAC which are referenced in Sections 1.2(b)(i)(A)(aa)-(nn) hereof);

(C) solicit, interfere with or endeavor to entice away from Pagano or DAP any employee of Pagano or DAP; provided, however, that PNAC shall be permitted to employ employees of Pagano or DAP who PNAC neither solicits, interferes with or endeavors to entice away from Pagano or DAP.

(ii) PNAC shall not at any time communicate or make available to anyone other than Pagano or DAP, and their respective directors and officers, any confidential or

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proprietary information relating to the business and activities of Pagano or DAP, including customer lists, computer programs, information regarding present or future business, methods of operation or affairs of Pagano or DAP, except to the extent any such information is in the public domain other than as a result of any breach or other violation of Section 1.2(b) hereof by PNAC (the "Public Domain Exception"); provided, however, that notwithstanding the foregoing to the contrary, the Public Domain Exception shall be inapplicable if Pagano or DAP reasonably believes any such information is confidential or proprietary as described above, and any such information may only be communicated or made available by PNAC upon the prior written consent of Pagano or DAP.

~~DAP~~
~~PNAC~~

(iii) (A) PNAC expressly agrees that upon any breach or violation by PNAC of the provisions of Sections 1.2(b) (i) (A) or (B) hereof, Pagano and DAP shall be entitled, as a matter of right, in addition to any other rights or remedies it or they may have, to injunctive relief in any court of competent jurisdiction and such damages as are provided at law or in equity in connection with any such breach or violation. PNAC hereby acknowledges and agrees that the restrictive covenants contained in Sections 1.2(b) (i) (A) and (B) hereof, and the geographic reach and duration of such covenants as provided for in such provisions, are reasonable and fully necessary for the protection of the legitimate interests of Pagano and DAP and, at the same time, are neither harsh nor oppressive to the rights or interests of PNAC.

(B) In the event any court of competent jurisdiction determines that any of the provisions of these Sections 1.2(b) (i) (A) or (B) are unreasonable or otherwise unenforceable, they shall be construed, to the greatest extent possible, in a manner which shall render them valid and enforceable, and any limitation on the scope or duration of any such provisions necessary to make them valid and enforceable shall be deemed to be part thereof; and the invalidity or unenforceability of any of such provisions shall not affect any of the remaining provisions of this Agreement (including, without limitation, the remaining provisions of Sections 1.2(b) (i) (A) or (B) hereof not found to be unreasonable or otherwise unenforceable).

(iv) The provisions of this Section 1.2 shall survive any termination of this Agreement; provided, that in no event shall the provisions of Section 1.2(b) (i) survive beyond the Term.

(v) With respect to the businesses or activities of Pagano described in Section 1.2(b) (i) (A) (1)-(6) or (B) hereof, Pagano and DAP agree to pay to PJT a royalty in an amount equal to 5% of gross worldwide sales arising from any such businesses or activities, within seven days after the receipt by Pagano or DAP of any revenues relating to such businesses or activities,

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which royalty payments, in the aggregate, shall not exceed \$150,000. Within 90 days after the end of each calendar year, Pagano and DAP will cause an independent certified public accountant to provide PJT with a financial statement reviewed or compiled by such accountant setting forth all of such gross worldwide sales for the annual period ending on such date, together with a duly executed certificate of such accountant stating that such accountant has reviewed or compiled such financial statement in accordance with generally accepted accounting principles.

Section 1.3 Lease. The Old Lease shall terminate effective May 17, 1992 and, except to the extent provided elsewhere in this Agreement to the contrary, the parties thereto shall, without any further action by any such party, be released from all liabilities and obligations thereunder effective on such date. Simultaneously with the execution of this Agreement, Pagano shall deliver to PNAC a check payable to PNAC in an amount equal to \$1,490.25, which amount represents the portion of the rent previously paid for the month of May 1992 attributable to the unused portion of the Old Lease (included in the calculation thereof is the rent previously paid for the month of May 1992 which is attributable to the garage which PNAC and/or PJT shall be permitted to use until May 31, 1992 pursuant to Section 1.17 hereof) less the portion of the rent payable for the period of May 18 - May 31, 1992 under the Lease. Pagano and PNAC shall enter into a lease agreement, simultaneously with the execution of this Agreement, in the form attached hereto as **Exhibit 1.3** (the "Lease"). Pagano shall pay the reasonable moving expenses of PNAC and/or PJT in connection with its move from the premises which are the subject of the old Lease to the premises which are the subject of the Lease; provided, however, that Pagano shall not be required to pay or shall not otherwise be responsible for any salaries, wages or related costs of any employee of PNAC (except to the extent set forth in Section 1.1(b)(ii) hereof to the contrary) in connection with any such move without the prior or written consent of Pagano. Pagano shall, at the request of PNAC, either pay any such cost directly or reimburse PNAC for the same.

Section 1.4 Test Track. PJT shall remove that certain "test track" and the other rails and ties currently located at 241 Ethan Allen Highway, Ridgefield, Connecticut, as well as up to two inches of ballast underlying such "test track", within two months from the date hereof, at its sole cost and expense; provided, however, that PJT shall not be required to pay costs and expenses in excess of \$4,000 with respect to the removal of ballast which is referenced above.

Section 1.5 Use of Name "Dapco Industries".

(a) **By PJT, PNAC and Affiliates.** Each of PJT, PNAC and any of the Affiliates may use any of the names transferred by the Partnership to DAP pursuant to Section 1(a) hereof (i) in

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connection with those certain agreements identified as follows: China Railway Import & Export Company POs # ZTC 911104 and ZTC 911105 - November 8, 1991, and China National Machinery and Export Corporation Contracts 91MMG-014(1)1810US and 91MMG-014(1)1811US - November 9, 1991, as such agreements may be amended or extended from time to time and (ii) for a period of not greater than six months from the date hereof in connection with the transactions contemplated hereby and the orderly transfer and transition (with respect to customers, vendors, etc.) of the business (including the assets and liabilities) transferred by the Partnership to PJT hereunder. Notwithstanding the foregoing, PJT shall use all reasonable efforts to effect such transition and cease using any such names as soon as is practicable.

(b) By Pagano and DAP. In connection with the use by Pagano and DAP of the names transferred to DAP pursuant to this Agreement, Pagano and DAP hereby shall notify any actual or prospective customer, vendor, supplier or other person with whom either of them may transact business using any of such names (each, "Business Person") of the dissociation of Pagano and DAP from the Partnership and the Pandrol Group. In furtherance thereof, Pagano and DAP shall use their respective best efforts to obtain from each such Business Person any certificate, instruments or other document acknowledging receipt of the notice contemplated by this section as the Pandrol Group may reasonably request.

Section 1.6 License Agreement. PJT hereby sublicenses to DAP, subject to the provisions of Section 1.2 hereof and to any limitations on the rights of PJT contained in the License Agreement, the non-exclusive, irrevocable, right, throughout the world, to manufacture, use, lease (to the extent of the rights sublicensed to DAP hereby), sell (to the extent of the rights sublicensed to DAP hereby) or in any other way utilize (to the extent of the rights sublicensed to DAP hereby) any of the technology or products covered by the patents or patents pending which are set forth on Schedule 1.6 hereto. The Pandrol Group shall bear seventy-five percent (75%), and Pagano shall bear twenty-five percent (25%), of the costs and expenses relating to the maintenance of the patents which are set forth on such schedule.

Section 1.7 Certain Employees. Pagano shall employ "at will" all of the persons referenced on Schedule 1(b)(ii) hereto and, in connection therewith, shall assume the liabilities and obligations described on such schedule; provided, however, that notwithstanding the foregoing to the contrary, PJT or PNAC shall, at the Closing, pay to either Pagano or DAP or Michael Pagano such compensation of Michael Pagano which 15 days of unused vacation represents. PJT shall provide to Pagano, for a period of 90 days from the date hereof, the services of Nicholas D'Avirro to the extent of 90% of Mr. D'Avirro's working time with PJT, and Pagano shall reimburse PJT, on a bi-monthly basis,

within three days of PJT's written notice to Pagano, for 90% of all compensation payable to Mr. D'Avirro with respect to such 90-day period or such lesser amount as shall reflect the actual percentage of time that Mr. D'Avirro devoted to Pagano.

Section 1.8 Interim Agreement. That certain interim agreement, dated as of May 4, 1992, between the parties hereto other than PJT (the "Interim Agreement"), is hereby terminated and the parties thereto are, except for the extent provided elsewhere in this Agreement to the contrary, released from all liabilities and obligations thereunder. Simultaneously with the execution of this Agreement, Pagano shall deliver to PNAC a check payable to PNAC in an amount equal to \$20,151.25, which amount represents the amounts payable pursuant to Section 1(d) of such Interim Agreement.

Section 1.9 Employment Agreement. The Employment Agreement is hereby terminated and the parties thereto are, except to the extent provided elsewhere in this Agreement to the contrary, released from all liabilities and obligations thereunder.

Section 1.10 Bhilai Contract. PJT shall make available to DAP, for one period of up to two consecutive weeks, the services of one of PJT's engineers (who is reasonably satisfactory to Pagano) to assist a DAP technician with commissioning with respect to the Bhilai Contract. In connection therewith, such engineer shall be required to travel to, and perform the relevant services in, India, and all costs and expenses associated therewith (including, without limitation, the cost of travel, room and board of such engineer) shall be borne by DAP. DAP will provide PJT with 45 days prior notice respecting any services required of such engineer pursuant to this section. DAP shall pay to PJT, for services rendered by the Partnership/DAP under such Bhilai Contract, \$6,300.00, within seven days of the receipt by Pagano or DAP of payment for such services.

Section 1.11 Dalmine Contract. In connection with the assumption by DAP of all of the liabilities and obligations under the Dalmine Contract, the Partnership shall deliver to DAP, simultaneously with the execution of this Agreement, a check payable to DAP in the amount of \$10,000.00.

Section 1.12 APA. Notwithstanding anything contained in this Agreement to the contrary, the APA shall remain in full force and effect in accordance with the terms thereof; provided, however, that Section 6.11 thereof ("Non-Competition Covenant") shall be deemed amended and restated by the provisions of Section 1.2(a) hereof.

Section 1.13 Terrasonics Lease. Pagano shall permit Terrasonics Partnership to utilize the premises which it is presently utilizing on a rent-free basis for a period of one year from the date hereof. Thereafter, Pagano shall permit

Terrasonics Partnership to utilize such premises at a rental rate of \$10 per square foot for a period of additional four years.

Section 1.14 Certain Patents. The Partnership hereby transfers to DAP all of its right, title and interest in and to the patents and patents pending which are set forth on Schedule 1.14 hereto. DAP hereby sublicenses to Terrasonics Partnership the non-exclusive, irrevocable, right, throughout the world, to manufacture, use, lease (to the extent of the rights sublicensed to Terrasonics Partnership hereby), sell (to the extent of the rights sublicensed to Terrasonics Partnership hereby) or in any other way utilize (to the extent of the rights sublicensed to the Terrasonics Partnership hereby) any of the technology or products covered by the patents and patents pending which are set forth on Schedule 1.14 hereto; provided, however, that Terrasonics Partnership may only utilize any such technology or products covered by such patents or patents pending which relate to pipeline inspection, and upon the sale of Terrasonics Partnership or substantially all the assets thereof, the purchaser thereof may only utilize any such technology or products covered by such patents or patents pending relating to pipeline inspection if Terrasonics Partnership shall have utilized the same at any time prior to the closing of any such transaction.

Section 1.15 Certain Fee. Pagano and DAP shall pay to PJT \$500.00 per month, for a period of 24 months from the date hereof, with each payment made in advance on the first of each month and with the first such payment in the amount of \$250.00 (i.e., the pro-rated amount with respect to the month of May 1992) to be made at the Closing.

Section 1.16 Certain Mail and Telephone Rights. The parties hereto shall jointly open all mail addressed to the Partnership under any of the names transferred by the Partnership to DAP hereunder for a period of three months from the date hereof. Furthermore, each of PJT and DAP will fully cooperate with the other, for a period of no less than six months from the date hereof, in delivering to each other promptly upon receipt, and in no case greater than one business day after receipt, all telephone messages and facsimiles which are addressed or intended for the other. PJT shall promptly after the date hereof use its best efforts to deliver to Pagano copies of all correspondence and facsimiles which relate to the assets, properties and business transferred to DAP pursuant to this Agreement.

Section 1.17 Garage Lease. Pagano shall permit PNAC and/or PJT to continue to use the garage which is part of the premises which are the subject of the Old Lease until May 31, 1992. The rental for the garage shall be deemed satisfied upon compliance with the provisions of Section 1.3 hereof.

May 15, 1992 8:41pm
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Section 1.18 Certain Other Provisions.

(a) All transducer equipment transferred to PJT hereunder will remain at the premises of DAP until replacement equipment has been delivered to DAP, or within ninety (90) days from the date hereof, whichever is the longer. PJT will have full access during normal working hours at no charge to use the transducer equipment to produce its own requirements with its own labor force. A secure place will be provided by DAP for storage of PJT's own raw materials, work in process and finished goods.

(b) DAP will retain rights to use all the test fixtures and boards described below for a period of nine months from the date hereof. PJT will make these items available to DAP upon one week's prior notice, and the use of the same by DAP shall be limited to no more than two weeks out of every four weeks.

Full rack test fixtures for RTS 300 Boards:

0	LP	0	FEP
0	BP	0	TC
0	DP	0	MP

(c) DAP will retain the rights to use all engineering library documentation for a period of nine months from the date hereof.

(d) PNAC representatives will have free access during normal working hours, upon one day's prior notice, to the premises leased to Terrasonics Partnership pursuant to Section 1.13 hereof, as and when required.

ARTICLE II

Closing; Actions to be Taken at Closing

Section 2.1 Closing. The closing transactions contemplated hereby (the "Closing") shall take place on the date hereof (the "Closing Date") at 3:00 p.m. at the office of Dapco Industries, 241 Ethan Allen Highway, Ridgefield, Connecticut 06877, or such other place or time as the parties hereto may agree upon in writing.

Section 2.2 Deliveries by Pagano and DAP at Closing. At the Closing, Pagano and DAP shall deliver the following, all of which shall be in form and substance satisfactory to the Pandrol Group, except as to those forms provided below which shall be executed and delivered in the forms attached hereto:

(a) the Lease, duly executed by Pagano;

(b) the consent of Union Trust to the termination of the Old Lease and to the terms and conditions of the Lease, duly executed by an officer of Union Trust;

(c) the resignation of Pagano as an officer and/or director of each of PNAC and any of its Affiliates (except Terrasonics Partnership);

(d) the Non-Competition Agreement, duly executed by Pagano and DAP;

(e) a certificate of the Secretary of DAP certifying as to the resolutions adopted by the Board of Directors of DAP approving the execution of this Agreement and the consummation of the transactions contemplated hereby, together with copies of the relevant Board of Directors resolutions;

(f) a receipt for the payments to be made by PNAC or PJT pursuant to Sections 1.2(b), 1.7 and 1.11 hereof;

(g) checks with respect to the payments required to be made by Pagano or DAP pursuant to Sections 1.3, 1.8 and 1.15 hereof;

(h) that certain assignment which is attached hereto as Exhibit 2.2(h), duly executed by the signatories thereto, which delivery shall be deemed to have been made immediately prior to the Closing and the consummation of the transactions contemplated hereby (with the concomitant effect that the assets and properties which are the subject of such assignment shall be deemed to be included in the assets and properties transferred by the Partnership to PJT pursuant to the provisions of Section 1.1(a) hereof and as set forth on Schedule 1(a)(i) hereto; and

(i) such other and further documents and instruments as the Pandrol Group may reasonably request to effectuate this Agreement and the transactions contemplated hereby.

Section 2.3 Deliveries by Pandrol Group at Closing. At the Closing, the Pandrol Group shall deliver the following, all of which shall be inform and substance satisfactory to Pagano, except as to those forms provided below which shall be executed and delivered in the forms attached hereto:

(a) the Lease, duly executed by PNAC;

(b) the Non-Competition Agreement, duly executed by PNAC;

(c) a receipt for the payments required to be made by Pagano or DAP pursuant to Sections 1.3, 1.8 and 1.15 hereof;

(d) certificates of the respective Secretaries of each of the PNAC and PJT certifying as to the resolutions adopted by

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their respective Boards of Directors approving the execution of this Agreement and the consummation of the transactions contemplated hereby, together with copies of the relevant Board of Directors resolutions;

(e) checks with respect to the payments required to be made by FNAC or PJT pursuant to Sections 1.2(b), 1.7 and 1.11 hereof; and

(f) such other and further documents and instruments as Pagano or DAP may reasonably request to effectuate this Agreement and the transactions contemplated hereby.

ARTICLE III

Representations and Warranties

Section 3.1 Pagano and DAP jointly and severally represent and warrant to the Pandrol Group as follows:

(a) Incorporation; Authorization, etc. DAP is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Connecticut. Each of Pagano and DAP has full power and authority to execute and deliver this Agreement and all other agreements or instruments executed and delivered in connection with the transactions contemplated hereby (collectively with this Agreement, the "Agreement") and to perform its obligations hereunder and thereunder. In the case of DAP, the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary and appropriate corporate action by the Board of Directors. This Agreement is a legal, valid and binding obligation of each of DAP and Pagano, enforceable in accordance with its terms. The execution and delivery of this Agreement does not and the consummation of the transactions contemplated hereby will not (i) violate any provision of DAP's certificate of incorporation or by-laws; (ii), to the best knowledge of either Pagano or DAP, violate any provision of, or be an event that would result in the imposition of any damages, penalties or other loss under, any agreement, understanding or arrangement, whether written or oral, to which any of Pagano, DAP or the Partnership is a party; (iii), to the best knowledge of either Pagano or DAP, violate any provision of, or be an event that is, or with the passage of time will result in, a violation of, or result in the acceleration of or entitle any party to accelerate (whether after the giving of notice or lapse of time or both), any obligation under, or result in the imposition of any lien upon or the creation of a security interest in any of the assets or properties set forth on Schedule 1(a)(i) hereto pursuant to, any mortgage, lien, lease, agreement, instrument, order, arbitration award, judgment or decree to which any of Pagano, DAP or the Partnership is a party or by which any of them is bound; (iv), to

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the best knowledge of either Pagano or DAP, violate or conflict with any other material restriction of any kind or character to which Pagano, DAP or the Partnership is subject, or (v), to the best knowledge of either Pagano or DAP, violate or conflict with any order, writ, injunction, decree, statute, rule or regulation applicable to Pagano, DAP or the Partnership.

(b) DAP's Partnership Interest. DAP owns its Partnership Interest (as defined in the Partnership Agreement) free and clear of all liens, mortgages, charges, security interests, encumbrances or other restrictions or limitations of any kind whatsoever. There are no outstanding obligations, options, warrants, or conversion, exchange or other rights of any kind to acquire such Partnership Interest, other than those pursuant to, and which terminate upon the termination of, the Partnership Agreement pursuant to the provisions of this Agreement.

(c) Pre-Agreement Business by Pagano or DAP. Neither Pagano nor DAP has engaged in any material aspect of the Business (as defined in the Interim Agreement) prior to May 4, 1992 other than such business as relates to the Navy Contract (as defined in the Interim Agreement) and any other business or activity with respect to which Pagano or DAP was, prior to May 4, 1992, entitled to engage pursuant to the Partnership Agreement or the Employment Agreement.

(d) Union Trust Mortgage Loan. Pagano is not in default under or in violation of any of the provisions of that certain Commercial Mortgage Deed, dated December 3, 1990, granted to Union Trust Company, or that certain Commercial Mortgage Note, dated December 3, 1990, payable to Union Trust Company, or that certain Collateral Assignment of Rents and Leases, dated December 3, 1990, made in favor of Union Trust Company or any document or agreement executed or entered into in connection with any of the foregoing.

Section 3.2 PNAC and PJT jointly and severally represent and warrant to Pagano and DAP as follows:

(a) Incorporation; Authorization, etc. Each of PNAC and PJT is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware. Each has full power and authority to execute and deliver this Agreement and all other agreements or instruments executed and delivered in connection with the transactions contemplated hereby (collectively with this Agreement, the "Agreement") and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary and appropriate corporate action by the Board of Directors. This Agreement is a legal, valid and binding obligation of each of PNAC and PJT, enforceable in accordance with its terms. The execution and delivery of this

Agreement does not and the consummation of the transactions contemplated hereby will not (i) violate any provision of the certificate of incorporation or by-laws of PNAC or PJT; (ii), to the best knowledge of either PNAC or PJT, violate any provision of, or be an event that would result in the imposition of any damages, penalties or other loss under, any agreement, understanding or arrangement, whether written or oral, to which any of PNAC, PJT or the Partnership is a party; (iii), to the best knowledge of either PNAC or PJT, violate any provision of, or be an event that is, or with the passage of time will result in, a violation of, or result in the acceleration of or entitle any party to accelerate (whether after the giving of notice or lapse of time or both), any obligation under, or result in the imposition of any lien upon or the creation of a security interest in any of the assets or properties set forth on Schedule 1(a)(ii) hereto pursuant to, any mortgage, lien, lease, agreement, instrument, order, arbitration award, judgment or decree to which any of PNAC, PJT or the Partnership is a party or by which any of them is bound; (iv), to the best knowledge of either PNAC or PJT, violate or conflict with any other material restriction of any kind or character to which PNAC, PJT or the Partnership is subject, or (v), to the best knowledge of either PNAC or PJT, violate or conflict with any order, writ, injunction, decree, statute, rule or regulation applicable to PNAC, PJT or the Partnership.

(b) PNAC's Partnership Interest. PNAC owns its Partnership Interest (as defined in the Partnership Agreement) free and clear of all liens, mortgages, charges, security interests, encumbrances or other restrictions or limitations of any kind whatsoever. There are no outstanding obligations, options, warrants, or conversion, exchange or other rights of any kind to acquire such Partnership Interest, other than those pursuant to, and which terminate upon the termination of, the Partnership Agreement pursuant to the provisions of this Agreement.

ARTICLE IV

Indemnification

Section 4.1 Survival of Representations, Warranties, Covenants and Agreements. All representations, warranties, covenants and agreements made by any party to and in this Agreement shall survive the consummation of the transactions contemplated hereby and any investigation any time made by or on behalf of any such party; provided, however, that notwithstanding the foregoing to the contrary, the representations and warranties contained in Sections 3.1(a)(ii)-(v), 3.1(c), 3.1(d) and 3.2(a)(i)-(v) hereof shall survive the consummation of the transactions contemplated hereby for a period of one year from the Closing Date; and further provided, however, if prior to any of the foregoing dates, either of the parties shall have been

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notified of a claim for indemnity hereunder and such claim shall not have been finally resolved or disposed of at such date, any such representation or warranty that is the basis for any such claim shall continue to survive and shall remain a basis for indemnity until such claim is finally resolved or disposed of.

Section 4.2 Indemnity.

(a) Indemnity by Pagano and DAP. Notwithstanding anything contained in this Agreement to the contrary, each of Pagano and DAP (and any PG Affiliate to whom all or any part of this Agreement is in any way assigned pursuant to or under Section 5.8 hereof) shall jointly and severally indemnify, defend and hold harmless each of PNAC, PJT, each of the Affiliates, and the respective officers, directors, shareholders, principals, employees, agents, successors and assigns of each of the foregoing (the foregoing entities and persons are, for the purposes of this Section 4.2, individually and collectively referred to as "PNAC"), at any time and from time to time after the date hereof, from and against all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs and expenses, including, without limitation, interest, penalties and reasonable attorneys' fees and expenses (collectively, "Damages") asserted against, resulting to, imposed upon or incurred by (any of) PNAC, directly or indirectly, by reason of, arising out of or resulting from (i) a breach of any representation, warranty, covenant or agreement of either of Pagano and DAP contained in or made pursuant to this Agreement, or any facts or circumstances constituting such breach or (ii) any liability or obligation of Pagano or DAP or (iii) the intentional misconduct or the wrongful acts of either Pagano or DAP under either of the Partnership Agreement or the Employment Agreement; provided, that Pagano and DAP shall only be obligated to pay, with respect to the aggregate of Damages, pursuant to this Section 4.2(a), the amount thereof that exceeds \$75,000. This Section 4.2(a) shall survive the Closing of the Agreement and the consummation of the transactions contemplated hereby.

(b) Indemnity by PNAC and PJT. Notwithstanding anything contained in this Agreement to the contrary, each of PNAC and PJT shall jointly and severally indemnify, defend and hold harmless each of Pagano, DAP, each of the PG Affiliates and the respective officers, directors, shareholders, principals, employees, agents, successors and assigns of each of the foregoing (the foregoing entities and persons are, for the purposes of this Section 4.2, individually and collectively referred to as "Pagano"), at any time and from time to time after the date hereof, from and against all Damages asserted against, resulting to, imposed upon or incurred by (any of) Pagano, directly or indirectly, by reason of, arising out of or resulting from (i) a breach of any representation, warranty, covenant or agreement of either of PNAC or PJT contained in or made pursuant to this Agreement, or any facts or circumstances constituting such breach or (ii) any liability or obligation of PNAC or PJT or

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(iii) the intentional misconduct or the wrongful acts of either PNAC or PJT under the Partnership Agreement or the Employment Agreement; provided, that PNAC and PJT shall only be obligated to pay, with respect to the aggregate of Damages, pursuant to this Section 4.2(b), the amount thereof that exceeds \$75,000. This Section 4.2(b) shall survive the Closing of this Agreement and the consummation of the transactions contemplated hereby.

(c) Indemnification Procedure. The obligations and liabilities of the parties under this Section 4.2 shall be subject to the following:

(i) Any party asserting Damages (an "Indemnified Party") which are the subject of this section (a "Claim") will give the other party (the "Indemnifying Party") written notice (providing reasonable detail) of any such Claim with reasonable promptness following the date the Indemnified Party becomes aware of the existence of such Claim, and the Indemnifying Party shall undertake the defense thereof (on behalf of the Indemnified Party, if necessary) by representatives chosen by it at its cost and expense, and the Indemnified Party shall have the opportunity to participate in the defense thereof with counsel of its own choice and at its own expense.

(ii) If the Indemnifying Party, within a reasonable time after notice of any such Claim, fails to defend such Claim, the Indemnified Party shall (upon further written notice to the Indemnifying party) have the right to undertake the defense of such Claim on behalf of and for the account and risk and at the expense of the Indemnifying Party, subject to the right of the Indemnifying Party to assume the defense of such Claim at any time prior to settlement, compromise or final determination thereof. In the event the Indemnified Party assumes the defense as aforesaid, the Indemnified Party shall keep the Indemnifying Party reasonably apprised of such defense, compromise or settlement, and the Indemnifying Party shall be permitted to participate in any such matter with counsel of its choice at its expense.

(iii) No Claim may be settled unless both the Indemnified Party and the Indemnifying Party consent thereto, which consent shall not be unreasonably withheld.

ARTICLE V

Miscellaneous

Section 5.1 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and each such counterpart hereof shall be deemed to be an original instrument.

Section 5.2 Governing Law; Remedies. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to the choice of law principles thereof. Any action, suit or other proceeding initiated by any party hereto in connection with this Agreement including, without limitation, to seek specific performance as herein provided, shall be brought in any Federal or state court in the State of New York, as the party bringing such action, suit or proceeding shall elect, having jurisdiction over the subject matter thereof. The parties hereto hereby submit themselves to the jurisdiction of any such court and agree that service of process on them and any such action, suit or proceeding may be effected by the means by which notices are to be given to it under this Agreement.

Section 5.3 Entire Agreement. Except to the extent provided elsewhere in this Agreement to the contrary, this Agreement and the other agreements contemplated hereby contain the entire agreement between the parties with respect to the subject matter hereof and supersede all prior arrangements and understandings among the parties with respect thereto.

Section 5.4 Amendment and Modification. This Agreement may be amended, modified or supplemented only by the written agreement of all of the parties hereto.

Section 5.5 Agreement for the Parties, Benefit Only. This Agreement is not intended to confer upon any person or entity not a party hereto (other than permitted successors or assigns pursuant to Section 5.8 hereof) any rights or remedies hereunder, and no person or entity other than the parties hereto (or any such permitted successors or assigns) shall be entitled to rely on any representation, warranty, covenant or agreement contained herein.

Section 5.6 Expenses. All legal and other costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 5.7 Notices. All notices hereunder shall be sufficiently given for all purposes hereunder if in writing and delivered personally or sent by registered mail or certified mail, postage prepaid, to the appropriate address as set forth below. Notices to Pagano and DAP shall be addressed as follows:

Dominick A. Pagano
10 Sasqua Trail
Weston, Connecticut 06883

DAP Industries, Inc.
241 Ethan Allen Highway
Ridgefield, Connecticut 06877
Attention: Dominick A. Pagano

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or at such other address and to the attention of such other person as Pagano may designate by written notice to PNAC and PJT. A copy of each notice to Pagano and DAP shall be sent simultaneously, by registered mail or certified mail, postage prepaid, to F. Lee Griffith, III, Esq., Day, Berry & Howard, One Canterbury Green, Stamford, Connecticut, 06901. Additionally, a copy of any such notice shall be sent simultaneously by telecopy to F. Lee Griffith, III, Esq. at 203-977-7301.

Notices to PNAC and PJT shall be addressed as follows:

Pandrol International Limited
63 Station Road
Addlestone, Weybridge
Surrey KT15 2BH, England
Attention: Mr. John A. Pool

Pandrol Jackson Technologies Inc.
2300 North Barrington Road
Suite 600
Hoffman Estates
Chicago, Illinois 60195
Attention: Mr. Roger Tracy

or at such other address and to the attention of such other person as PNAC or PJT may designate by written notice to Pagano. A copy of any such notice to PNAC and PJT shall be sent simultaneously, by registered mail or certified mail, postage prepaid, to Laurence S. Hughes, Esq., Rivkin, Radler & Kremer, EAB Plaza, Uniondale, New York, 11556-0111. Additionally, a copy of any such notice shall be sent simultaneously by telecopy to Laurence S. Hughes at 516-357-3333. Any notice hereunder shall be effective, with respect to Pagano and DAP, on the one hand, or PNAC and PJT, on the other hand, upon the receipt thereof by Pagano and DAP, on the one hand, or PNAC and PJT, on the other hand.

Section 5.8 Successors and Assigns. This Agreement shall not be assignable by any of the parties hereto without the prior written consent of the other parties hereto; provided, however, that notwithstanding the foregoing to the contrary, either PNAC or PJT shall be permitted to assign this Agreement, or any part thereof, to any of the Affiliates, and either Pagano or DAP shall be permitted to assign this Agreement or a part thereof, to any of the PG affiliates. This Agreement shall be binding upon and inure to the benefit of the parties hereto and permitted successors and assigns of the parties hereto.

Section 5.9 Further Actions. From time to time subsequent to the Closing, as and when requested by PNAC or PJT, on the one hand, or Pagano or DAP, on the other hand, the parties of whom

any such request is made (the "non-requesting parties") shall execute and deliver, or cause to be executed and delivered, such agreements, documents and instruments and shall take, or cause to be taken, such further or other actions as may be reasonably necessary to consummate and effect the transactions expressly required to be performed by such non-requesting parties hereunder.

Section 5.10 Descriptive Headings. The descriptive headings of this Agreement are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

IN WITNESS WHEREOF, this Agreement has been signed by or on behalf of each of the parties hereto as of the day first above written.

Copies of drawings, manuals, specifications, etc. relating to the technology and assets transferred by the partnership to DAP hereunder shall be delivered to DAP no later than June 15, 1992.

DAPCO INDUSTRIES, by its
Managing Partner,
Pandrol North America
Corporation

By: 

Name:
Title:



DOMINICK A. PAGANO

DAP INDUSTRIES, INC.

By: 

Name:
Title:

PANDROL NORTH AMERICA
CORPORATION

By: 

Name:
Title:

PANDROL JACKSON TECHNOLOGIES
INC.

By: 

Name:
Title:

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By:

Name:

Title:

Schedule 1(a)(1)

All of the assets and properties owned, leased or in any way used by the Partnership which are not set forth on Schedule 1(a)(ii) or Schedule 1.14 to the Agreement, including, but not limited to, the following:

See attached.

Schedule 1 a(i)

Date	Country	No.	Title	Inventor
11/20/79	USA	4,174,636	Two Wheel Ultrasonic Rail Testing System & Method	Dominick A. Pagano
8/28/79	USA	4,165,648	Two Wheel Ultrasonic Inspection of a Length of Test Material	Dominick A. Pagano
5/7/91	USA	696,505 SN	Patent Application Real-time Ultrasonic Testing System	Norris/Mackay/Pagano

⊗ This item is to be included in this schedule and in Schedule 1a(ii)

~~SPAT~~
DAB

Transmitted
10/11/80

Schedule 1(a)(ii)

That certain agreement identified as PMC Tainjin - PMC Industries # M 2321 - 8/17/89 (the "PMC Contract")

That certain agreement identified as BHILAI - Steel Authority of India Ltd. PO # 06/pur - 88/72.7(32)/0/04704 - 7 June 1989 (the "Bhilai Contract")

That certain agreement identified as DALMINE - ITO S.p.A. PO # N.001/91/C011 - 11 January 1991 (the "Dalmine Contract")

That certain agreement identified as Bethlehem Steel Corporation PO # 0200-0078036 (the "Bethlehem Contract")

The names "Dapco Industries" and "Dapco Industries, Inc." and all variants of either of the foregoing; and expressly excluding the name "Pandrol North America Corporation" and all variants thereof.

All rights of the Partnership under the License Agreement relating to the following patents:

See attached.

Schedule 1 a(ii)

Date	Country	No.	Title	Inventor
10/3/89	USA	4,872,130	Automated In-Line Pipe Inspection System	Dominick A. Pagano
11/22/88	USA	4,785,668	Drill Collar Tester	Dominick A. Pagano
5/16/78	Canada	1,031,194	Method & Apparatus for Tightening a Bolt to Exert a Predetermined Tension Force by Monitoring Bolt Elongation While the Bolt Is Being Installed	Dominick A. Pagano
7/20/76	USA	3,969,960	Method & Apparatus for Tightening a Bolt to Exert a Predetermined Tension Force by Monitoring Bolt Elongation While the Bolt Is Being Installed	Dominick A. Pagano
7/20/76	USA	3,969,810	Method for Tightening a Bolt to Exert a Predetermined Tension Force by Monitoring Bolt Elongation While the Bolt	Dominick A. Pagano

Include (X) from schedule 1 a(i)

[Handwritten signature]
DAR