

02-11-2000



101266395

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Daniel P. Bird

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ OtherExecution Date: July 1, 1999

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

Name: GA Heartland, LLC

Internal Address:

Street Address: 5801 West Franklin DriveCity: Franklin State: WI Zip: 53132Additional names(s) & address(es) attached? ☐ Yes ☒ No

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)

09/173,214

Additional numbers attached? ☐ Yes ☒ No

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

Name: Adam L. BrookmanGodfrey & Kahn, S.C.

Internal Address:

Street Address: 780 N. Water StreetCity: Milwaukee State: WI Zip: 53202

6. Total number of patents involved:.....[1]

7. Total fee (37 CFR 3.41):\$ 40.00☒ Enclosed☒ Authorized to be charged to deposit account for any deficiencies8. Deposit account number: 07-1509

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

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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.*Adam L. Brookman

Name of Person Signing

Signature

1/9/00

Date

Total Number of pages including cover sheet, attachments, and document: [3]

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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS AGREEMENT effective as of the 1 day of July, 1999, is between GA HEARTLAND, LLC (the "Company") and Daniel P. Bird ("Bird").

WHEREAS, Bird is the co-inventor of a certain gear hobbing machine and the owner of certain Intellectual Property (as defined below) related thereto;

WHEREAS, Bird has entered into an Agreement dated July 1, 1999 whereby Bird shall sell certain assets to the Company in exchange for certain lump sum and ongoing payments from the Company;

WHEREAS, Bird desires to deliver and assign all his right, title, and interest in and to the Intellectual Property to Company; and

WHEREAS, Company desires to hold all right, title, and interest to the Intellectual Property.

NOW THEREFORE, in exchange for \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

ARTICLE I. DEFINITIONS.

The term "Intellectual Property" means any patent, copyright, trade secret, trademark, or other proprietary right, including, without limitation all associated know how, formulas, methods, processes, product designs, specifications, quality control and manufacturing procedures, ideas, inventions, innovations, software, hardware; and all other technology and information developed or owned by Bird or which Bird now has the right to use and disclose under agreements with others and which relates to or concerns the devices, methods, and technologies disclosed in U.S. Patent Application Serial No. 09/173,214 and all related applications.

ARTICLE II. GRANT.

Bird hereby assigns to Company all his right, title, and interest, in and to the Intellectual Property including any and all U.S. and foreign patent rights, including all reissues, reexaminations, and extensions thereof, and any and all U.S. and foreign copyrights. Bird's assignment of rights includes, but is not limited to, the right to receive royalties with respect to, and the right to secure renewals, reissues and extensions of, any copyrights or copyright

registrations in the United States or any foreign country, and further includes the right to reproduce and prepare derivative works based upon the Intellectual Property, and to distribute the Intellectual Property by sale, by rental, lease, or lending or by other transfer of ownership to other third parties.

Bird warrants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with the assignment of rights hereunder.

Bird agrees to execute such documents and to take such action as Company may reasonably request him to take or execute to confirm or effect the assignment herein granted to Company or to assist in the prosecution or defense of any claims or proceedings brought or defended in connection with the Intellectual Property. Bird further agrees to testify in any litigation whenever requested to do so by Company. Company agrees to reimburse Bird reasonable out-of-pocket expenses incurred during the course of such cooperation, provided Bird gives Company reasonable advance notice before incurring any such expenses.

By : Daniel P. Bird
Print name: DANIEL P. BIRD

Dated: 7-1-99

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