

2/16/00

03-15-2000

FORM PTO-1619A
Expires 06/30/99
OMB 0651-0027



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U.S. Department of Commerce
Patent and Trademark Office
PATENT

RECORDATION FORM COVER SHEET PATENTS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID#

Correction of PTO Error
Reel # Frame #

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Conveyance Type

Assignment Security Agreement

License Change of Name

Merger Other

U.S. Government
(For Use ONLY by U.S. Government Agencies)

Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Second Party

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1)

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.)

Name (line 2)

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City State/Country Zip Code

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Address (line 1)

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT

REEL: 010589 FRAME: 0781

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="5,085,406"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="5,664,762"/>	<input type="text"/>	<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: 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.

Michael J. Newman

Michael J. Newman
Signature

2/16/00
Date

Name of Person Signing

PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Assignment") is made and entered into this 18th day of January, 2000 (the "Effective Date") by and between Ausco Products, Inc., a Nevada corporation, having a place of business at 2245 Pipestone Road, Benton Harbor, Michigan 49022 (the "Assignor"), and Universal Tool & Stamping Company, Inc., an Indiana corporation, having a principal place of business at 2791 Research Drive, Rochester Hills, Michigan 48309 (the "Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of January 17th, 2000, ("Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the assets, properties and rights pertaining to the Business as defined in the Asset Purchase Agreement;

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under those United States patents and patent applications identified and set forth on Schedule A, and the foreign patents and patent applications identified and set forth on Schedule B (collectively, the "Patents"); and

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Patents, together with all foreign rights corresponding thereto, as hereinafter more fully set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, hereby agree as follows:

1. Assignor does hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Patents, for the United States and for all foreign countries, including any patents that may issue thereon, and any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof and including the subject matter of all claims which may be obtained therefrom, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the 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.

2. Assignor authorizes and requests the Commissioner of Patents and Trademarks, or, in the case of countries outside the United States, the analogous individual or agency responsible for patents, to record Assignee as owner of the Patents, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Assignor hereby represents and warrants that: (i) Schedule A and Schedule B attached hereto identify each patent and patent application used in connection with the Business and necessary for the Business as currently conducted; (ii) except as set forth on

Schedule 4(m) of the Asset Purchase Agreement, Assignor has not interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Intellectual Property (as defined in the Asset Purchase Agreement) rights relating to patents of third parties; (iii) it has not received any charge, complaint, claim, demand, or notice alleging any such interference, infringement, misappropriation, or violation and Assignor has no knowledge that any third party has interfered with, infringed upon, misappropriated or otherwise come into conflict with the Patents or Intellectual Property (as defined in the Asset Purchase Agreement) rights pertaining thereto; (iv) except as set forth on Schedule 4(m) of the Asset Purchase Agreement, it owns and possesses all right, title and interest in and to the Patents free and clear of any liens and encumbrances and it has full right to assign all of its interests therein; (v) none of the Patents has expired or has been otherwise rendered unenforceable for failure to take any action including the payment of any fee, nor will this assignment have any effect on the Patents used in the Business; (vi) any patent application listed on any schedule attached hereto is in good standing and is being prosecuted in a diligent manner; and (vii) Assignor has not executed and will not execute any agreement or other instrument in conflict herewith. The terms and conditions of Sections 4 and 7 of the Asset Purchase Agreement are incorporated herein by this reference.

4. Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (i) in the preparation and prosecution of any applications covering the inventions assigned herein; (ii) in the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or

other proceedings that may arise in connection with any of the patent rights assigned herein, including, but not limited to, testifying as to any facts relating to the patent rights assigned herein and this Assignment; (iii) in obtaining any additional patent protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (iv) in the implementation or perfection of this Assignment.

5. In the event of a conflict or ambiguity between the terms and conditions of this Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall control.

* * * * *

IN TESTIMONY WHEREOF, Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 18th day of January, 2000.

AUSCO PRODUCTS, INC.

UNIVERSAL TOOL & STAMPING COMPANY

By: D.S. Mattu

By: [Signature]

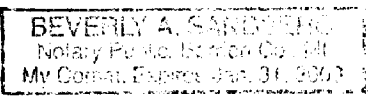
Name: D.S. Mattu

Name: David Bovee

Title: President & CEO

Title: President

STATE OF Michigan)
) SS.
COUNTY OF Lapeer)



On this 18th day of January, 2000, there appeared before me [Signature], personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Ausco Products, Inc.

[Signature]
Notary Public

STATE OF Michigan)
) SS.
COUNTY OF Oakland)

On this 31 day of January, 2000, there appeared before me David Bovee, personally known to me, who acknowledged that he/~~she~~ signed the foregoing Assignment as his/~~her~~ voluntary act and deed on behalf and with full authority of Universal Tool & Stamping Company, Inc.

[Signature]
Notary Public
Patricia M. Maksinski
Notary Public, Oakland County, MI
My commission expires: 2/12/04

SCHEDULE A

U.S. Patents

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
Thumb Wheel For a Jack	5,085,406	02/04/92
Automotive Screw Jack	5,664,762	09/09/97

SCHEDULE B

Foreign Patent Applications

<u>Title</u>	<u>Patent No.</u>	<u>Filing Date</u>	<u>Country</u>
Automotive Screw Jack	2,112,823	7/29/97	Canada
Automotive Screw Jack	HEISEI 9(1997)- 230474	8/13/97	Japan
Automotive Screw Jack	976895	9/10/97	Mexico