



101391247

original documents or copy thereof.

Tab settings

To the Honorable Commissioner of Patents and Trademarks

1. Name of conveying party(ies): 6-1-00

Zecal Corp.

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

Name: Zecal Technology, LLC

Internal Address: JUN

Street Address: 900 N. Michigan Avenue

City: Chicago State: IL ZIP: 60611

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: May 5, 2000

Additional name(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)

U.S.S.N.:

Our Docket No:

Filed:

B. Patent No.(s)

- 5,716,713 (KAL-1)
- 5,608,617 (JSM-1)
- 5,100,714 (KAL-B)
- 5,058,799 (KAL-A)
- 6,033,764 (KAL-1C)

Additional numbers attached? Yes No

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

Name: Howard J. Greenwald

Internal Address: Suite 2490

Street Address: 349 West Commercial Street

City: East Rochester State: NY ZIP: 14445

6. Total number of applications and patents involved: 5

7. Total fee (37 CFR 3.41):..... \$ 200.00

Enclosed Check 24382

Authorized to be charged to deposit account

8. Deposit account number:

07-2010

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

06/27/2000 BCDATES 00000261 5716713

DO NOT USE THIS SPACE

01 FC:581

200.00 OP

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.

Howard J. Greenwald

Name of Person Signing

5/18/2000

Date

Total number of pages comprising cover sheet: 7

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

PATENT

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT ("Assignment") is made and entered into as of this 5th day of May, 2000 ("Effective Date"), by and between Zecal Corp., a Delaware corporation, with its principal office at 456 N. Sanford Road, Churchville, New York, NY 14428 ("Assignor"), and Zecal Technology, LLC, a Delaware limited liability company with its principal office at 900 N. Michigan Avenue, Chicago, Illinois 60611 ("Assignee").

WHEREAS, Heartland Technology, Inc. (a Delaware corporation and the ultimate parent corporation of Assignor), Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of the same date hereof (the "Purchase Agreement"), pursuant to which Assignor has agreed, *inter alia*, to assign to Assignee certain assets of Assignor's business, including, without limitation, (a) those United States patents identified and set forth on Schedule A and (b) those foreign patent applications identified and set forth on Schedule B (collectively, the "Patents"); and

WHEREAS, execution of this Assignment is a condition to the consummation of the transactions contemplated by the Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 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 its 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 and sale 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.

Assignor authorizes and requests the Commissioner of Patents and Trademarks 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 of the United States thereon to Assignee.

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): (1) in the preparation and prosecution of any applications covering the inventions assigned herein; (2) 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; (3) 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 (4) in the implementation or perfection of this Assignment.

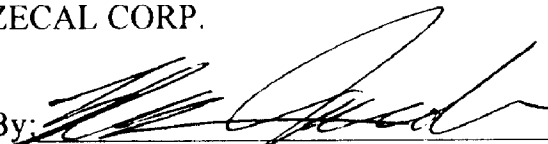
This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

* * * *

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this

Assignment to be signed and executed by the undersigned officers thereunto duly authorized on the date first written above.

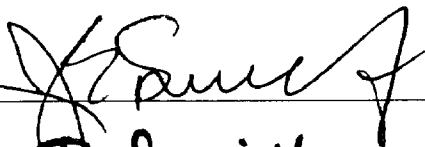
ZECAL CORP.

By: 

Name: Edwin Jacobson

Title: Chairman

ZECAL TECHNOLOGY, LLC

By: 

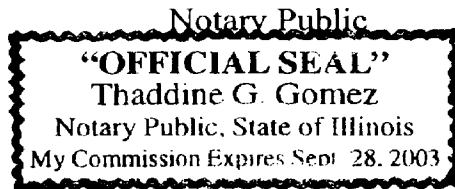
Name: D. Smith

Title: President

STATE OF **Illinois**)
) ss:
COUNTY OF **COOK**)

On this 5th day of May, 2000, there appeared before me Edwin Jacobson,
personally known to me, who acknowledged that he signed the foregoing Assignment as his/her
voluntary act and deed on behalf and with full authority of Chairman.

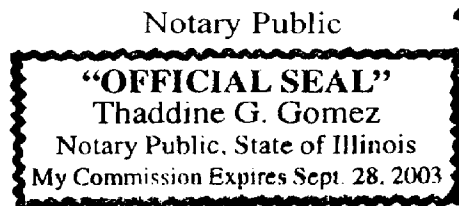
Thaddine G. Gomez



STATE OF **Illinois**)
) ss:
COUNTY OF **COOK**)

On this 5th day of May, 2000, there appeared before me Jack Smith,
personally known to me, who acknowledged that he signed the foregoing Assignment as his/her
voluntary act and deed on behalf and with full authority of President.

Thaddine G. Gomez



SCHEDULE A

US PATENTS

TITLE	PATENT NO.	DATE ISSUED
Stacked Planer Transformer	5716713	2/10/98
High Power Miniature Demand Power Supply	5608617	3/4/97
Metallized Ceramic Substrate And Method Therefore	5100714	3/31/92
Metallized Ceramic Substrate And Method Therefore	5058799	10/22/91
Bumped Substrate Assembly	6033764	3/7/00

SCHEDULE B

FOREIGN PATENTS

TITLE	COUNTRY	APPLICATION NO.
Bumped Substrate Assembly	Japan	519909/96
Bumped Substrate Assembly	Europe	95944334.2
Bumped Substrate Assembly	Canada	2207305