

02-28-2001



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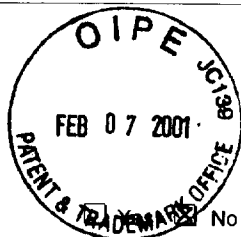
U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

1. Name of conveying party(ies):  
**BODYCOTE ORTECH INC.**



Additional names(s) of conveying party(ies)

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

Name: **DEVTEK CORPORATION**

Address: **100 Allstate Parkway**

**Suite 500**

3. Nature of conveyance:

**2-7-01**

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

City: **Markham**

State/Prov.: **ON**

Country: **Canada**

ZIP: **L3R 6H3**

Execution Date: **November 30, 1999**

Additional name(s) & address(es)

☒ Yes

☐ No

4. Application number(s) or registration numbers(s):

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

Patent Application No.

Filing date

B. Patent No.(s)

**5,875,817**

**5,851,002**

Additional numbers

☐ Yes ☐ No

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

Name: **Arne I. Fors**

Registration No. **20,775**

Address: **Gowling Lafleur Henderson**

**Suite 4900, Commerce Court West**

City: **Toronto**

State/Prov.: **ON**

Country: **Canada**

ZIP: **M5L 1J3**

6. Total number of applications and patents involved:

**2**

7. Total fee (37 CFR 3.41):.....\$ **80.00**

☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account

☒ Authorized to be charged to deposit account

8. Deposit account number:

**07-1750**

DO NOT USE THIS SPACE

**802**

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.*

**Arne I. Fors, Reg. No. 20,775**

Name of Person Signing

Signature

**January 9, 2001**

Date

Total number of pages including cover sheet, attachments, and



# **RECORDATION FORM COVER SHEET**

## **Additional Names and Addresses of Receiving Parties**

Name: Stewart & Stevenson Services Inc.  
Address: 2707 North Loop West  
Houston, Texas 77008 USA

# INTELLECTUAL PROPERTY ASSIGNMENT

## WHEREAS

DEVTEK CORPORATION, a corporation incorporated under the laws of the province of Ontario, having a place of business at 100 Allstate Parkway, Suite 500, Markham, Ontario, L3R 6H3 (hereinafter "Devtek"),

and

STEWART & STEVENSON SERVICES, INC., a corporation incorporated under the laws of the State of Texas, having a place of business at 2707 North Loop West, Houston, Texas, 77008, U.S.A. (hereinafter "S&S")

hereinafter collectively referred to as the "Assignees", are each of the belief that as of March 22, 1998 by operation of Agreements between Ortech and Devtek, and Ortech and S&S, both dated March 22, 1991 and amended October 1, 1991, they jointly become owners of certain Manufacturing Technology and Marketing Technology respectively which formed part of "GFI Technology", which was defined in the Agreements as including *"all existing and future drawings, specifications, trade secrets, industrial property, methods, designs, Patents, computer software and information used or developed by or for Ortech, whether or not reduced to tangible form, including the whole body of knowledge resident in Ortech relating to the use or introduction of or the method of use or introduction of fuel which is gaseous at standard temperature and pressure into internal combustion engines utilizing either analogue or digital electronic feed back control loops"*, such GFI Technology thereby including:

i) certain patents to a Flow Control System (the "Invention") which forms the subject matter of certain patents identified in Schedule A hereto;

ii) certain other patents and patent applications which later arose concerned with "GFI Technology", the identity of such patents and applications set out in Schedule A hereto ("the Patents"); and

iii) certain trade-marks and goodwill therein as well registrations therefor the particulars of which are set out in Schedule B (the "Trade-marks");

hereinafter referred to as the "GFI Technology";

AND WHEREAS Ortech Corporation wrongfully assigned and purported to assign to 1334614 Ontario Inc., by way of an "Asset Purchase Agreement", dated January 15, 1999, all "assets, property ... of whatever nature and kind" including Intellectual Property, defined as including "all patents, copyrights, registered and unregistered trade-marks, trade-names, logos, commercial symbols, industrial designs, circuit topographies (including applications for all of the foregoing and renewals, divisions, extensions and reissues, where applicable, relating thereto), inventions, licenses, trade secrets, patterns, drawings, computer software, formulae, technical information, research data, concepts, methods, procedures, designs, know-how, and all other intellectual property, in each case relating exclusively or predominantly to the Purchased Assets", the Purchased Assets being defined to include Intellectual Property which in Schedule 4.12 thereof was defined as including various patents and trademarks, *including the Patents, the Invention and the Trade-marks identified in Schedule A and B hereto already owned by Devtek and S& S by operation of the aforesaid Agreements of March 22, 1991;*

AND WHEREAS 1334614 Ontario Inc. thereafter purported to assign all such assets transferred to it, including the Patents, the Invention and the Trade-marks, to Bodycote ORTECH Inc., (the "Assignor") by an "Acknowledgement and Assumption Agreement" between *inter alia* 1334614 Ontario Inc. and the Assignor, dated January 15, 1999;

AND WHEREAS Assignor has, as of September 28, 1999 assigned any and all right, title and interest which it may have acquired in the Trade-marks to the Assignees;

AND WHEREAS in any event Assignor is willing and agreeable to assign any and all right, title and interest which it may have acquired in the GFI Technology from 1334614 Ontario Inc. to the Assignees (excluding the Trade-marks which have been previously assigned to the Assignees);

AND WHEREAS the Assignees are desirous of confirming their ownership of the GFI Technology, including the Patents and the Invention;

NOW THEREFORE, in consideration of Two Dollars (\$2.00) paid by the Assignees to the Assignor, as well as for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor does hereby sell, assign, transfer and set over jointly to the Assignees, their successors and assigns, its full and exclusive right, title and interest to that portion of the assets assigned to it by 1334614 Ontario Inc. which it may be possessed of, including the GFI Technology, the Patents and the Invention (excluding the Trade-marks which

have been previously assigned to the Assignees), as well as the right to recover for damages and profits for past infringements thereof, as well as any divisional, re-examination, reissue, continuation or continuation-in-part applications which may be filed relating to GFI Technology, including the Patents, the Invention and any and all Letters Patent which are granted and which may be issued therefor, the same to be held and enjoyed by Assignees to the full end of term for which the said Letters Patent are granted, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made.

Each party shall execute such further documents or instruments reasonably required by the other party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions. Without limiting the foregoing, the Assignor agrees to execute and deliver at the request of the Assignees all papers, instruments, and assignments the Assignees may reasonably require in order to confirm the transfer of the Assignor's right, title and interest in and to the GFI Technology and the Patents and Invention to the Assignees (excluding the Trade-marks which have been previously assigned to the Assignees) and/or to record the Assignment with the Patent offices of the corresponding jurisdictions, and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignees, acting reasonably, to the extent such evidence is in the possession of the Assignor; for greater certainty nothing herein shall require the Assignor to obtain or to seek to obtain the signature of any other person on any document, assignment or instrument or to take any legal action to enforce its rights against any other person.

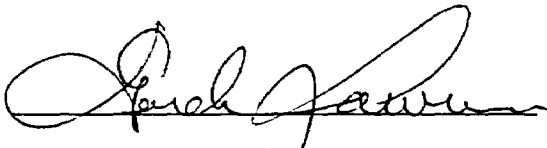
This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same Agreement.

SIGNED at \_\_\_\_\_, Ontario this 30<sup>th</sup> day of November, 1999.

**BODYCOTE ORTECH INC.**

Debra Roberts  
(Signature of Witness)

Witness: DEBRA ROBERTS  
Please Print

Per:   
Name: GORDON LAWRENCE  
Title: PRESIDENT

Assignment of the GFI Technology and Patents and Invention identified herein accepted by each of Devtek Corporation and by Stewart & Stevenson Services, Inc. by witness of their signatures affixed hereto.

**DEVTEK CORPORATION**Per: Name: MURRAY KINCAIDTitle: Executive Vice President**STEWART & STEVENSON SERVICES, INC.**

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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No. 2156 P. 3/3

Mar. 31. 2000 1:16PM DEVTEK CORP

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FROM-

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P.12

R-870

F-659

MAR-23-00 17:25 From:CDYLINGS

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T-624 P.12/14 Job-231

Assignment of the GFI Technology and Patents and Invention identified herein accepted by each of Devtek Corporation and by Stewart & Stevenson Services, Inc. by witness of their signatures affixed hereto.

**DEVTEK CORPORATION**

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

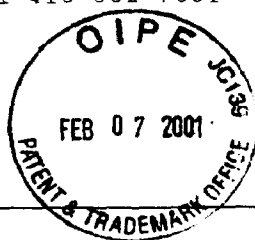
**STEWART & STEVENSON SERVICES, INC.**

Per: *Lawrence E. Wilson*

Name: LAWRENCE E. WILSON

Title: VICE PRESIDENT

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# SCHEDULE "A"

L.

TITLE	COUNTRY	PATENT NO.	APPLICATION NO.
Flow Control System (gaseous fuel injection)	United States	5,150,690	
Flow Control System (gaseous fuel injection)	Canada	1,326,794	
Flow Control System (gaseous fuel injection)	China	90 108144.2	23 434
Flow Control System (gaseous fuel injection)	Australia	630,510	EP 90 310 513.8
Flow Control System (gaseous fuel injection)	Australia	659,902	EP 90 310 513.8
Flow Control System (gaseous fuel injection)	New Zealand	235,494	EP 90 310 513.8
Flow Control System (gaseous fuel injection)	Austria	E124112	EP 90 310 513.8
Flow Control System (gaseous fuel injection)	France	0420599	EP 90 310 513.8
Flow Control System (gaseous fuel injection)	Germany	69020283.0	EP 90 310 513.8
Flow Control System (gaseous fuel injection)	United Kingdom	0420599	EP 90 310 513.8
Flow Control System (gaseous fuel injection)	Italy	0420599	EP 90 310 513.8
Flow Control System (gaseous fuel injection)	Netherlands	0420599	EP 90 310 513.8
Flow Control System (gaseous fuel injection)	Sweden	0420599	EP 90 310 513.8
Flow Control System (gaseous fuel injection)	Switzerland	0420599	EP 90 310 513.8
Flow Control System (gaseous fuel injection)	Japan	2680176	257 578/90
Flow Control System (gaseous fuel injection)	S. Korea	92251	90/15872



- 2 -

TITLE	COUNTRY	PATENT NO.	APPLICATION NO.
Flow Control System (gaseous fuel injection)	Mexico	186,581	22,575
Flow Control System (gaseous fuel injection)	Brazil	9004900	90/04900
Flow Control System (gaseous fuel injection)	Argentina	247,449	317 961
Flow Control System (gaseous fuel injection)	Russia	2,079,163	483 130.24

2.

TITLE	COUNTRY	PATENT NO.	APPLICATION NO.
Digital Gas Metering System Using Tri-Stable and Bi- Stable Solenoids	Canada		2,183,478
Digital Gas Metering System Using Tri-Stable and Bi- Stable Solenoids	United States	5,875,817	

3.

TITLE	COUNTRY	PATENT NO.	APPLICATION NO.
Tri-Stable Solenoid Operated Valve	Canada		2,182,759
Tri-Stable Solenoid Operated Valve	United States	5,851,002	

4.

TITLE	COUNTRY	PATENT NO.	APPLICATION NO.
Dual Fuel Natural Gas/Diesel 2-Stroke Engine	Canada	2,020,457	
Dual Fuel Natural Gas/Diesel 2 Stroke Engine	United States	5,035,206	

INTELLECTUAL PROP. 208919\_1

Trade-marks

## SCHEDULE "B"

Trade-mark	Country	Reg'n No.
GFI	Beneiux	488746
GFI & Design	Beneiux	490498
GFI	Canada	404.785
GFI & Design	Canada	405.763
GFI	Germany	2,077,679
GFI & Design	Germany	2026436
GFI	France	1.643.505
GFI & Design	France	1.643.504
G-FI	United Kingdom	1451225
G-FI & Design	United Kingdom	1451221
GFI	Italy	620613
GFI & Design	Italy	608237
GFI	Japan	2531170
GFI & Design	Japan	2693791
GFI & Design (Class 12)	Mexico	489156
GFI & Design (Class 7)	Mexico	411874
GFI (Class 12)	Mexico	401956
GFI (Class 7)	Mexico	401955
GFI	Russia	98408
GFI & Design	Russia	99457
GFI & Design - Class 12	Sweden	238944
GFI & Design - Class 7	Sweden	239500
GFI	United States	1.832.600
GFI & Design	United States	1.794.661