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| FORM PTO-1619A  | 05-02-2001   | U.S. Department of Commerce<br>Patent and Trademark Office   |
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| RI  | ECORDATION FORM COVER SHEET  |  |
|   | PATENTS ONLY   | APR 1 9 200'   |
| TO: The Commissioner of Patents and Submission Type   | Trademarks: Please record the attached origina<br>Conveyance Type  | I document(s) or copy(ies).  |
|   |  | y Agreement  |
| Resubmission (Non-Recordation) Document ID#   | License Change   | of Name  |
| Correction of PTO Error<br>Reel # Frame #   | Merger Other [   |  |
| Corrective Document   | (For Use ONLY by U.S. Gov  | vernment Agencies)   |
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| Conveying Party(ies)  | Mark if additional names of conveying  | Month Day Year   |
| Name (line 1) Nycoil Compan   | У  | 08252000   |
| Name (line 2)   |  | Execution Date   |
| Second Party  |  | Month Day Year   |
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| Receiving Party   | Mark if additional na  | mes of receiving parties attached  |
| Name (line 1) N-C Acquisitio:   | n, LLC   | If document to be recorded<br>is an assignment and the<br>receiving party is not                     |
| Name (line 2) a New Jersey 1  | imited liability company   | domiciled in the United<br>States, an appointment<br>of a domestic                                   |
| Address (line 1) 57 South Avenue  | 2  | representative is attached.<br>(Designation must be a<br>separate document from                      |
| Address (line 2)  |  | Assignment.)   |
| Address (line 3) Fanwood  | New Jersey/USA<br>State/Country  | 07023<br>Zip Code  |
| Domestic Representative Name  | e and Address Enter for the first Receivi  | ng Party only.   |
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| Public burden reporting for this collection of information is<br>gathering the data needed to complete the Cover Sheet. S | s estimated to average approximately 30 minutes per Cover Sheet to be re<br>end comments regarding this burden estimate to the U.S. Patent and Trad<br>Affairs, Office of Management and Budget, Paperwork Reduction Project<br>and Trademark Assignment Practice. DO NOT SEND REQUESTS TO REC | emark Office, Chief Information Officer, Washington,<br>(0651-0027), Washington, D.C. 20503. See OMB |
| D.C. 20231 and to the Office of Information and Cognitive<br>Information Collection Budget Package 0651-0027, Patent      | and Trademark Assignment Practice. DO NOT SEND REQUESTS TO REC   | nation to:   |
| Commissioner of Pate  | be recorded with required cover sheet(s) more<br>ents and Trademarks, Box Assignments , Washir   | ngton, D.C. 20231  |
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| FORM PTO<br>Expires 06/30/99<br>OMB 0651-0027 | -1619B  | Page 2  | U.S. Department of Commerce<br>Patent and Trademark Office<br>PATENT |
|---|---|---|--|
| Corresponde                                   | ent Name and Address                                      | Area Code and Telephone Number  | 908-654-5000   |
| Name [  | LERNER, DAVID, LI   | TTENBERG, KRUMHOLZ & MENTL  | IK, LLP  |
| Address (line 1)                              | 600 South Avenue  | West  |  |
| Address (line 2)                              | Westfield, NJ 07  | 7090  |  |
| Address (line 3)                              |   |   |  |
| Address (line 4)                              |   |   |  |
| Pages   | Enter the total number of pa<br>including any attachments | ages of the attached conveyance docum   | ent #  |
| Enter either the<br>Pate<br>Pate              | ent Application Number(s)                                 | Patent Number (DO NOT ENTER BOTH numbers for<br>Patent<br>4313331 444   | Number(s)           0424         4508369                             |
| Number of P                                   | Litter the t  | otal number of properties involved. #   | 120.00   |
|   | of Payment: Enc   | t for Properties Listed (37 CFR 3.41): \$ Closed Deposit Account X Clditional fees can be charged to the account.) Deposit Account Number: # Authorization to charge additional fees: |  |
| To the<br>attach<br>indica<br>Robert B        | ed copy is a true copy of the<br>ted herein.              | belief, the foregoing information is true a<br>original document. Charges to deposit<br>follow<br>Signature   | April 17, 2001<br>Date   |

## ASSIGNMENT OF PATENTS

WHEREAS, N-C Acquisition LLC, a New Jersey limited liability company ("N-C"), and Nycoil Company, a New Jersey corporation ("Nycoil") are simultaneously entering into the Asset Purchase Contribution Agreement for the sale of certain assets of Nycoil;

WHEREAS, Nycoil is the owner of the entire right, title and interest in and to the United States patents listed on "Schedule A" attached hereto and made a part hereof in the section thereof entitled "Patents/Patent Applications" (the "Patents"); and

WHEREAS, Nycoil is the owner of the entire right, title and interest in and to certain other intangible property listed on Schedule A attached hereto and made a part hereof in the section thereof entitled "Know-How" (the "Intangible Property"); and

WHEREAS, N-C is acquiring the entire right, title and interest in and to the Patents and Intangible; and

WHEREAS, it is desired that the assignment of Patents be made a matter of record in the United States Patent and Trademark Office;

NOW THEREFOR, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Nycoil has sold assigned and transferred, and by these presents does hereby sell, assign and transfer unto N-C and its successors and assigns, the entire right, title and interest in and to the Patents (including the inventions disclosed therein, and any division, continuation, reissue, reexamination or extension thereof, together with all rights of action and recovery for past infringement thereof); and the Intangible Property; which are owned by Nycoil, the same to be held and enjoyed by N-C, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Nycoil had this assignment not been made.

FURTHER, Nycoil hereby covenants, agrees and undertakes to execute, whenever requested by N-C, all applications, assignments, lawful oaths, and any other papers which N-C may deem reasonably necessary or desirable in securing to N-C or for maintaining N-C all the Patents and Intangible Property assigned, all without further compensation to Nycoil.

SEVERABILITY. In the event that any provision of this Agreement shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by lax

COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

# REEL: 011731 FRAME: 0884

IN WITNESS, WHEREOF, ASSIGNOR and ASSIGNEE have caused this assignment to degree on the dates set forth below.

### ASSIGNOR

P. AVALAT :5

Date:

NYCOLL COMPANY asta ₿v Title:

#### ASSIGNEE

## **N-C ACQUISITION, LLC**

| By: |      |  |
|-----|------|--|
|     | <br> |  |

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

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Exhibit M

Exhibit B

IN WITNESS, WHEREOF, ASSIGNOR and ASSIGNEE have caused this assignment to igned on the dates set forth below.

#### ASSIGNOR

#### NYCOIL COMPANY

| ÷ | By:    |
|---|--------|
|   | Title: |

ASSIGNEE

N-C ACQUISITION, LLC\_ By:

Title:\_ 

e: Drg 1st 25,2000

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Exhibit B

Exhibit C

Exhibit M

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## SCHEDULE A

| UNITED STATES PATENTS                    |               |   |               |
|--|---------------|---|---------------|
| Patent No. Issue Date Title Expiration D |               |   |               |
| 4,313,331                                | Feb. 2, 1982  | Method of Manufacturing A Metallic<br>Retaining Ring For A Tube | Feb. 2, 1999  |
| 4,440,424                                | April 3, 1984 | Releasable Coupling Device                                      | April 2, 2001 |
| 4,508,369                                | Mar. 31, 1987 | Releasable Coupling Device                                      | April 2, 2002 |

| FOREIGN PATENTS |            |               |                              |                 |
|-----------------|------------|---------------|------------------------------|-----------------|
| Country         | Patent No. | Issue Date    | Title                        | Expiration Date |
| Canada          | 1,144,209  | April 5, 1983 | Releasable Coupling Device   | Apr. 5, 2000    |
| France          | 80.16616   | July 4, 1980  | Releasable Coupling Device   | July 4, 2000    |
| Great           | 2,066,914  | July 4, 1984  | Improved Releasable Coupling | July 4, 2000    |
| Britain         |            |               | Device                       |                 |
| Germany         | P3025427-1 | July 4, 1980  | Releasable Coupling Device   | July 4, 2000    |
| Japan           | 1,370,208  | Mar. 25, 1987 | Releasable Coupling Device   | July 4, 2000    |

RECORDED: 04/19/2001