6.18.01

07-03-2001



U.S. DEPARTMENT OF COMMERCE

(Rev. 03/01)		U.S. Patent and Trademark Office	
OMB No. 0651-0027 (exp. 5/31/2002)	10176791	2	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.			
Name of conveying party(ies):		2. Name and address of receiving party(ies)	
Turvey Engineering LLP		Name: TS Engineering Inc	
		Internal Address:	
Additional name(s) of conveying party(ies) attached? 📮 Yes 🍱 No			
3. Nature of conveyance:		·	
🖬 Assignment 🖫	Merger		
	Change of Name	Street Address:600_Safeguard	
☐ Other		Plaza #100	
		City: Brooklyn HtState: OH Zip: 44131	
Execution Date: JUNC [	3 2001	Additional name(s) & address(es) attached? 📮 Yes 🤷 No	
4. Application number(s) or patent nu	umber(s):		
If this document is being filed toget	ther with a new applic	ation, the execution date of the application is:	
A. Patent Application No.(s)		B. Patent No.(s)	
		5,883,478	
	Additional numbers atta	iched? 🖵 Yes 🌠 No	
5. Name and address of party to who concerning document should be ma	•	6. Total number of applications and patents involved:	
Name: Frank Schossler		7. Total fee (37 CFR 3.41)\$ 40.00	
Internal Address: TS Engines	ering	Enclosed	
1 77581 - 0000004 5483415		Authorized to be charged to deposit account	
$L = (\hat{\mathcal{G}} - \hat{\mathcal{G}})$			
Street Address: 600 Safeguar	rd Plaza	8. Deposit account number:	
Suite #100			
Brooklyn City: <u>Hts</u> State: <u>OH</u>	Zip: <u>44131</u>	(Attach duplicate copy of this page if paying by deposit account)	
DO NOT USE THIS SPACE			
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.			
TERRY K. TURVEY, PRE	SIDENT Ley	Signature Prender June 13, 2001	

# ASSIGNMENT AND ASSUMPTION AGREEMENT

WHEREAS, pursuant to the Purchase Agreement, and upon the terms and subject to the conditions contained therein, Assignor has agreed to sell, transfer, convey, assign, and deliver to Assignee the Assets.

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

- 1. Upon the terms and subject to the conditions and exclusions contained in the Purchase Agreement, Assignor does hereby transfer and assign to the Assignee its rights, and the Assignee does hereby agree to perform, pay and discharge the liabilities, obligations and commitments of the Assignor under the contracts listed on Exhibit A hereto ("the Assumed Contracts") accruing or due after the Closing Date, and the Assignee is hereby substituted for the Assignor as a party to each of the Assumed Contracts and does hereby accept the foregoing assignment and hereby absolutely and irrevocably assumes, and, agrees, from and after the date hereof, to become solely liable and responsible for and to observe, perform, fulfill and discharge when due, all of the obligations of the Assignor under the Assumed Contract accruing or due after the Closing Date;
- 2. Assignor agrees that it will, at any time and from time to time, after the date hereof, upon the reasonable request of Assignee, do, execute, acknowledge, and deliver, or will cause to be done, executed, acknowledged, and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may be reasonably necessary for the better assigning, transferring, granting, conveying, assuring, and confirming to Assignee, or for aiding and assisting in reducing to the possession of Assignee, all of the Assumed Contracts.
- 3. This Agreement is intended to evidence the transfer and assignment to Assignee of Assignor's rights under the Assumed Contracts as contemplated by the Purchase Agreement. Any inconsistencies or ambiguities between this Agreement and the Purchase Agreement.
  - 4. This Agreement: (i) shall be binding upon and inure to the benefit

PATENT REEL: 011934 FRAME: 0067 of the parties hereto and their respective successors and assigns; (ii) may be executed in one or more counterparts, and by the parties hereto in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument; and (iii) may be modified or amended only by written agreement executed by each of the parties hereto.

- 5. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.
- 6. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the conflicts of law principles thereof.

IN WITNESS WHEREOF, each of the parties hereto has duly executed and delivered this Agreement as of the day and year first above written.

ASSIGNOR:
TS ENGINEERING , INC.
By: Fre Mil
Printed Name: FRANK SCHOSS EN
Title: P1E510EvA
ASSIGNEE:
TURVEY ENGINEERING, LLC
By: Leng 1. Tway
Printed Name: TERRY K. TURVEY
Title: PRESIDENT

06/05/2001 16:44 12165° 19519 ECC INC PAGE 30

## Schedule 3.9

### **Assumed Contracts**

### Sensors-

Vendor: NeuwGhent Technologies

Purchase Order Number

Releases: Done on an as needed basis, via email

Quantity Released to date: 800

Quantity - 1000

#### **ATAC Products**

Vendor: Accuspec Electronics

Purchase Order Number 4-5-00-02A4

Releases: Done on an as needed basis, via email Quantity Released to Date: Approximately 620

Quantity - 1000

26

PATENT REEL: 011934 FRAME: 0069