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Form PTO-1595  
(Rev. 03/01)



OMB No. 0651-0027 (e)

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COVER SHEET  
ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Hackney Brothers, Inc.

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: February 8, 2002

2. Name and address of receiving party(ies)

Name: Cedar Acquisition Corporation

Internal Address: \_\_\_\_\_

Street Address: 400 Hackney Avenue

City: Washington State: NC Zip: 27889

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)

B. Patent No.(s)

4,531,278

Additional numbers attached?  Yes  No

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

Name: Otterbourg, Steindler, Houston & Rosen, P.C.

Internal Address: Attn: Preston R. Cappello

Street Address: 230 Park Avenue

City: NY State: NY Zip: 10169

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41)..

Expedite Fee \$120.00

40.00

Enclosed

\$160.00

Authorized to be charged to deposit account

8. Deposit account number:

40E  
120E

(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.

Preston R. Cappello  
Name of Person Signing

*Preston R. Cappello*  
Signature

3/29/02  
Date

Total number of pages including cover sheet, attachments, and documents:

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

04/02/2002 6TON11 00000004 4531278

01 FC:581  
02 FC:584

40.00 DP  
120.00 DP

PATENT  
REEL: 012539 FRAME: 0647

# PATENT ASSIGNMENT AGREEMENT

THIS AGREEMENT is executed and delivered, as of February 8, 2002, pursuant to that certain Amended and Restated Asset Purchase Agreement, dated as of January 18, 2002 (the "Purchase Agreement"), among Transportation Technologies, Inc., a Delaware corporation, Hackney & Sons, Inc., a North Carolina corporation, Kidron, Inc., an Ohio corporation, and Hackney Brothers, Inc., a North Carolina corporation ("Assignor") and Cedar Acquisition Corporation, a Delaware corporation ("Assignee"), and as amended on February 4, 2002.

WHEREAS, the Purchase Agreement provides, among other things, that at the Closing Assignee, through itself or one or more of its Affiliates, will purchase and assume from Assignor and Assignor will sell and assign to Assignee, or one or more of its Affiliates, all of its tangible and intangible assets.

WHEREAS, Assignor is the direct or indirect owner of all right, title and interest in all patents and patent applications which were used or intended to be used by the Assignor.

WHEREAS, Assignee desires to acquire the domestic and foreign patents and patent applications used or intended to be used by the Assignor.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by each of the Parties hereto, the Parties agree as follows:

## ARTICLE I

### DEFINITIONS

1.1. Definition of Terms. Unless otherwise defined herein, all capitalized terms shall have the meaning as set forth in the Purchase Agreement.

1.2. "Patents" means all domestic and foreign patents, and patent applications for any of the foregoing.

1.3. "Transferred Patents" means all Patents belonging to or used or intended to be used by Assignor, as successor to the Company and its subsidiaries, and to which Assignor, as successor to the Company and its subsidiaries, directly or indirectly has, or has a right to hold, all right, title and interest, including, but not limited to those Patents set forth in Schedule A.

## ARTICLE II

### GRANT

2.1. Grant of Assignment. Subject to the provisions of this Patent Assignment Agreement, Assignor does hereby assign unto Assignee and its successors and assigns forever, all right, title and interest and claims of Assignor, in, to, relating to and arising under the Transferred Patents, and any and all renewals, reissues, divisionals, continuations, continuations-in-part and extensions thereof together with the right to sue and recover for past and present infringement of the Transferred Patents under the laws now or hereafter in force and effect in the United States and all counterparts of any of the foregoing in any and all foreign countries, the same to be held and enjoyed by Assignee and its successors and assigns, to their own use to the end of the term of any of the Transferred Patents, as fully and entirely as the same would have been held and enjoyed by Assignor if this Patent Assignment Agreement had not been made.

2.2. Terms. This Patent Assignment Agreement is subject to the terms and provisions of the Purchase Agreement, and in the event of any conflict between this Patent Assignment Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall control.

2.3. Governing Law. This Patent Assignment Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts executed in and to be performed in that State.

## ARTICLE III

### REPRESENTATIONS

3.1. No Assignment. Except for certain mergers and liquidations, pursuant to which the Transferred Patents were transferred to Assignor, neither Assignor nor any of its affiliates has transferred to any other party any Patent previously belonging to or used or intended to be used by the Company or its subsidiaries and to which the Company or such subsidiaries had a right to hold nor has Assignor or any of its affiliates taken any action which would materially lessen the value or materially impair the validity of any of the Transferred Patents.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

HACKNEY BROTHERS, INC.

By: R. J. Leggett  
Name: R. J. Leggett  
Title: V.P./C.F.O.

CEDAR ACQUISITION CORPORATION

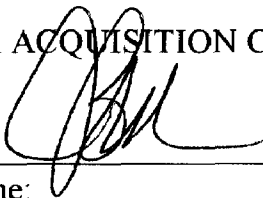
By: \_\_\_\_\_  
Name:  
Title:

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the date first above written.

HACKNEY BROTHERS, INC.

By: \_\_\_\_\_  
Name:  
Title:

CEDAR ACQUISITION CORPORATION

By:  \_\_\_\_\_  
Name:  
Title:

**SCHEDULE A**

<u>Patent</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Method of forming an insulated body for a vehicle	4531278	July 30, 1985