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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): **CAE VANGUARD, INC.**
2. Name and address of receiving party(ies): Name: **PROGRESS VANGUARD CORPORATION**

5-15-02

Additional name(s) of conveying parties attached? Yes No

Internal Address: _____

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Street Address: **1600 Progress Drive**

City: **Albertville** State: **Alabama** ZIP: **35950**

Execution Date: **April 8, 2001**
(nunc pro tunc as of 12/3/99)

Additional name(s) & address(es) attached? Yes No

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

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

A. Patent Application No.(s) Attorney Docket No. B. Patent No.(s)
2163JB.45559 6,143,156

Additional numbers attached: Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: **James E. Bradley**
Internal Address: **Bracewell & Patterson, LLP**
Street Address: **P. O. Box 61389**
City: **Houston** State: **Texas** ZIP: **77208-1389**
6. Total number of applications and patents involved **1**
7. Total fee (37 CFR 1.21(h)) **\$40.00**
 Enclosed
 Authorized to be charged to deposit account
Deposit account number: _____

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

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.

James E. Bradley
Name of Person Signing

J. Bradley
Signature

May 16 2002
Date

Total number of pages including cover sheet, attachments and document: **2**

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PATENT ASSIGNMENT

WHEREAS, CAE Railway, Inc. formerly CAE Vanguard, Inc. (hereinafter "CAE"), a corporation of the state of Delaware, having an address of c/o CAE Inc., 8585 Cote De Liesse, Saint-Laurent, Quebec, Canada H4T 1G6, is the owner of United States Letters Patent No. 6,143,156 which issued November 7, 2000, entitled **IMPROVED ELECTROPLATING METHOD AND APPARATUS** and the invention described and claimed therein.

WHEREAS, Progress Vanguard Corporation a Delaware corporation, having its principal place of business at 1600 Progress Drive, Albertville, Alabama 35950 is desirous of acquiring the entire right, title, and interest in and to the above-identified patent.

NOW, THEREFORE TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by CAE, CAE by these presents has sold, assigned, transferred and set over and does hereby sell, assign, transfer and set over to Progress Vanguard Corporation nunc pro tunc as of December 3, 1999, the entire right, title and interest in and to the said invention and patent, and all reissued Letters Patent that may be granted therefore, the same to be held and enjoyed by Progress Vanguard Corporation for its own use and behoof and for the use and behoof of its successors, assigns, or other legal representatives, to the end of the term or terms for which said Letters Patent of the United States are granted or reissued, as fully and entirely as the same would have been held and enjoyed by CAE if this assignment and sale had not been made.

And CAE hereby covenants that it has full right to convey the entire interest herein assigned and that it has not executed and will not execute any agreement in conflict herewith.

CAE RAILWAY, INC.
Formerly CAE VANGUARD, INC.

By:

Paul G. Renaud
Name: PAUL G. RENAUD
Title: VICE-PRESIDENT, FINANCE

Date: April 8, 2002

CITY OF TORONTO
PROVINCE OF ONTARIO

BEFORE me, the undersigned authority, on this day personally appeared PAUL G. RENAUD, VICE-PRESIDENT, FINANCE of CAE Railway, Inc. formerly CAE Vanguard, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he signed same in the capacity therein stated, for the consideration therein expressed, and as the act and deed of said corporation.

Given under my hand and seal of office this 8th day of April 2002.

John McNeill
Notary Public



PATENT

REEL: 012884 FRAME: 0880

RECORDED: 05/15/2002