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OMB No. 0651-0027 (exp. 5/31/2002)

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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):

Fellows Corporation

6-18-02

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

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other _____

Execution Date: 05/31/2002

2. Name and address of receiving party(ies)

Name: BF Acquisition, LLC

Internal Address: _____

Street Address: 1250 E. 222nd Street

City: Cleveland State: OH Zip: 44117

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) 5,345,390; 4,533,858;
4,542,638Additional numbers attached? ☐ Yes ☒ No

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

Name: Katharine F. Rowe, Esq.

Internal Address: _____

LeBoeuf, Lamb, Greene &

MacRae, LLP

Street Address: 50 N. Laura Street

Suite 2800

City: Jacksonville State: FL Zip: 32202

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 3.41).....\$ 120.00



Enclosed



Authorized to be charged to deposit account

8. Deposit account number:

(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.

Katharine F. Rowe

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: 5

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

06/27/2002 6TOM11 00000023 5345390

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120.00 DP

PATENT
REEL: 13011 FRAME: 0970

ASSIGNMENT OF PATENTS

This Assignment of Patents (this "**Assignment**") is made as of the 31st day of May, 2002 (the "**Effective Date**"), by Fellows Corporation, a Delaware corporation ("**Assignor**"), to BF Acquisition, LLC, a Delaware limited liability company ("**Assignee**").

RECITALS

A. Assignor is the sole and exclusive owner of all rights in the United States and foreign patents and patent applications listed on attached **Schedule A** (collectively, the "**Patents**").

B. Assignor, Assignee and Jones & Lamson Vermont Corporation, a Delaware corporation, are parties to that certain Asset Purchase Agreement dated as of May 28, 2002 (the "**Purchase Agreement**"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor certain assets, including without limitation, the Patents.

C. Pursuant to the Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such transferred assets.

NOW, THEREFORE, for and in exchange for the payment of the purchase price set forth in the Purchase Agreement, and the mutual covenants and promises contained in this Assignment, the receipt and sufficiency of which are acknowledged, Assignor does hereby sell, assign, transfer and convey to Assignee, all of Assignor's worldwide right, title and interest in, to and under the Patents, free and clear of liens or encumbrances, together with all continuations, divisions, reissues and extensions thereof and the inventions described and claimed therein, and all United States and foreign patents and filings (including without limitation, those patent applications and filings set forth on **Schedule A**), utility models, and design registrations that may be (or have been) filed or granted based on such inventions or improvements, and the right to claim priority based on the filing date of the applications and patents under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes, all rights to sue for infringement of the Patents, whether arising prior to or subsequent to the Effective Date, all income, royalties or payments due or payable as of the Effective Date or thereafter with respect to the Patents, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date of this Assignment as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor hereby covenants that Assignor has the full right to convey the entire interest assigned in this Assignment and that Assignor has not executed, and will not execute, any agreement in conflict herewith or the rights conveyed in this Assignment. Assignor hereby authorizes the Commissioner of Patents and Trademarks (and the equivalent authority in foreign patent offices) to transfer the Patents and all Patent applications to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

Assignor hereby further agrees and covenants that Assignor, or Assignor's legal representatives and assigns, as the case may be, shall execute and convey as directed upon Assignee's request (or the request of Assignee's successor or assigns), any and all other documents, information, evidence or facts requested by Assignee that are known or available to Assignor (or its successor or assigns) relating to said inventions, patents and patent applications, or the history thereof, as Assignee in its sole discretion deems advisable or necessary in order to fully vest all rights herein transferred to Assignee in Assignee, and will testify as to the same in any interference or other litigation or legal proceeding when requested so to do. In addition, for purposes of completing and executing any such documents, Assignor hereby appoints Assignee as its attorney in fact with full power and authority to complete any and all documents as Assignee determines in its sole discretion are advisable or necessary to fully vest in Assignee all rights in the Patents.

The preamble and the Recitals set forth above and the **Schedule A** referred to above are each incorporated into this Assignment as if each of the same were fully set forth in this Assignment.

Except to the extent that United States federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Vermont without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused one of its duly authorized officers to execute this Assignment as of the Effective Date.

Fellows Corporation, a Delaware
corporation

By: 

Name: Karen M. Ciampa

Title: SECRETARY & ASST TREASURER

State of Ohio)
) ss.:
County of Cuyahoga)

On this 31st day of May, 2002, before me, a notary public, personally appeared Karen M. Ciampa, who acknowledged herself to be the ^{SECRETARY} ~~ASST TREASURER~~ [title] of Fellows Corporation, a Delaware corporation, and that she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as such officer.

Witness my hand and official seal.


Notary Public

My commission expires: _____ [SEAL]

SCHEDULE A**PATENTS ASSIGNED BY FELLOWS CORPORATION
TO BF ACQUISITION, LLC**

Country	Patent No.	Name of Patent	Date Granted
EPC	EP0170387	High Speed Motorized Spindle with Tool Clamping/Unclamping Mechanism	2/5/86
EPC	0138375	Temperature Compensation Apparatus for Gear Shapers	2/3/91
Mexico	158637	Temperature Compensation Apparatus For Gear Shapers	2/17/89
U.S.	5,345,390	Controls Graphics System for Gear Shaping Machines	9/6/94
U.S.	4,533,858	Temperature Compensation Apparatus For Gear Shapers	8/6/85
U.S.	4,542,638	Automatic Calibration of Sensor Circuits in Gear Shapers	9/24/85