

FORM PTO-1595 (modified)

(Rev. 6-93)

RE

11-18-2002



U.S. DEPARTMENT OF COMMERCE

SHEET

Patent and Trademark Office

To the Director of the United States Patent and Trademark Office, Washington, D.C. 20540-5000
102283076
ie attached original documents or copies thereof.

1. Name of conveying party(ies):

Giddings & Lewis, Inc.

Additional conveying party(ies) NO

2. Name and address of receiving party(ies):

Gilman Engineering & Manufacturing
Co., LLC
305 West Delavan Drive
Janesville, Wisconsin 53547-1367

3. Nature of conveyance:

Assignment

Execution Date:

September 30, 1999

Additional name(s) & address(es) attached? NO

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

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

A. Patent Application Number(s):

B. Patent Number(s):

5,086,910	5,246,096	5,676,235
5,177,862	5,251,739	5,738,483
5,191,958	5,320,265	6,041,500

Additional numbers attached? NO

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

Marshall J. Brown
FOLEY & LARDNER
One IBM Plaza
330 North Wabash Avenue, Suite 3300
Chicago, Illinois 60611-3608

6. Total number of applications/patents involved: 9

7. Total fee (37 C.F.R. § 3.41): \$360.00

Check Enclosed

☒ Charge to deposit account

8. Deposit account number: 06-1450

11/15/2002 TDI A21 00000142 061450 5086910

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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. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

Marshall J. Brown

11/8/02

Name of person signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 4

ASSIGNMENT AND AGREEMENT

WHEREAS, Giddings & Lewis, Inc., a corporation duly organized and existing under the laws of the State of Wisconsin, and having its principal place of business at 142 Doty Street, Fond du Lac, Wisconsin 54936-0590 (hereinafter referred to as "ASSIGNOR"), is the assignee and owner of record of all right, title, and interest in the patents and patent applications (and the inventions described therein) set forth in **Schedule A** attached hereto (hereinafter referred to as the "Patent Rights");

WHEREAS, Gilman Engineering & Manufacturing Co., LLC, a limited liability company duly organized and existing under the laws of the State of Wisconsin, and having its principal place of business at 305 West Delavan Drive, Janesville, Wisconsin 53547-1367 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the entire interest in and to the Patent Rights;

WHEREAS, as a result of inter-company mergers and reorganizations that occurred during the month of September, 1999, **Giddings & Lewis, LLC** has become the successor in interest by merger to ASSIGNOR, and ASSIGNOR has agreed to transfer the Patent Rights to ASSIGNEE;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the inventions and all improvements and modifications thereof included in the Patent Rights, (b) the applications for Letters Patent of the United States and countries foreign thereto included in the Patent Rights and all other applications for Letters Patent for said inventions and all improvements and modifications thereof, (c) the Letters Patent included in the Patent Rights and all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents to issue said applications for Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to have its employees testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to have

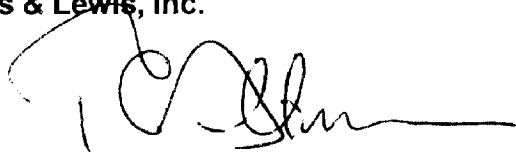
its employees execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY GRANTS to the law firm of Foley & Lardner the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

THIS ASSIGNMENT IS MADE EFFECTIVE as of **September 30, 1999.**

Giddings & Lewis, Inc.

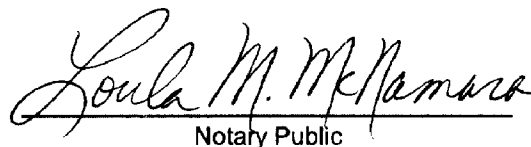
By:



Todd A. Dillmann
General Counsel & Secretary of
Giddings & Lewis, LLC
Successor by merger to
Giddings & Lewis, Inc.

State of Wisconsin
County of Fond du Lac)ss.

On this 13th day of October, 2000, before me, a notary public in and for said county, appeared Todd A. Dillmann, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and who, being duly sworn, did depose and say that he/she is the General Counsel and Secretary of Giddings & Lewis, LLC and that he/she executed the foregoing instrument on behalf of Giddings & Lewis, Inc. with authority to do so.


Notary Public

My Commission Expires: 2/2/03

(Seal)

SCHEDULE A

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