

ASSIGNMENT OF PATENTS

This Assignment of Patents (this "**Assignment**") is made as of the 25th day of June, 2002 (the "**Effective Date**"), by BF Acquisition, LLC, a Delaware limited liability company ("**Assignor**"), to Bourn & Koch, Inc., an Illinois corporation ("**Assignee**").

RECITALS

A. Under an Asset Purchase Agreement, dated May 28, 2002 (the "**Original Purchase Agreement**"), among Assignor, Fellows Corporation, a Delaware corporation, and Jones & Lamson Vermont Corp., a Delaware corporation, Assignor acquired certain rights in the United States and foreign patents and patent applications listed on attached **Schedule A** (collectively, the "**Patents**").

B. Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of June 18, 2002 (the "**Purchase Agreement**"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor certain assets acquired by Assignor under the Original Purchase Agreement, including without limitation, Assignor's rights in the Patents acquired by Assignor under the Original Purchase Agreement.

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, the assets being transferred under the Purchase Agreement.

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, if any, in, to and under the Patents, free and clear of liens or encumbrances created by Assignor, together with all continuations, divisions, reissues and extensions thereof and the inventions described and claimed therein, and Assignor's rights in 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 to the extent and 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 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 Assignor's rights and title in and to the Patents and all Patent applications to Assignee as assignee of Assignor's 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 Ohio 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.

BF Acquisition, LLC, a Delaware limited liability company

By. 

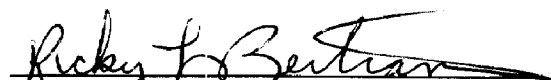
Name: J. Hunter Banbury

Title: President

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

On this 25th day of June, 2002, before me, a notary public, personally appeared J. Hunter Banbury, who acknowledged himself to be the President of BF Acquisition, LLC, and that he 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 himself as such officer.

Witness my hand and official seal.


Notary Public

My commission expires: _____
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

PATENTS ASSIGNED BY FELLOWS CORPORATION
TO BF ACQUISITION, LLC

Country	Patent No.	Name of Patent	Date Granted
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.	4,533,853	Temperature Compensation Apparatus For Gear Shapers	8/6/85
U.S.	4,542,633	Automatic Calibration of Sensor Circuits in Gear Shapers	9/24/85

SCHEDULE A

JK 199563.1 09881 00900 07/03/02 01:50pm

RECORDED: 11/13/2002

PATENT
REEL: 013496 FRAME: 0410