11-22-20	02				
		Patent an	rtment of Commerce d Trademark Office PATENT		
TO: The Commissioner of P. 10228985		ched original documer	nt(s) or copy(ies).		
Submission Type	Conveyance				
New Resubmission (Non-Recordation)		n.			
Document ID #	Merger				
Correction of PTO Error		Security Agreement			
Reel # Frame #	Change of	Name			
Corrective Document 11-13-02 Reel # Frame # 11-13-02					
Conveying Party(ies)		Execution Dat	e(s)		
 BF Acquisition, LLC 2. 		June 25, 2002			
3.					
4.					
5.					
 Mark if Additional Names of Conveying Parties Al 	Itached				
Receiving Party		<u> </u>			
Name Bourn & Koch, Inc.					
Name Address 2500 Kishwaukee Street			OF		
Address 2000 Rishwadkee Street			OFFICE OF PUBLIC		
Address Rockford Illing		<u>61104</u>	FINANCI		
*	e/Country	Zip Code			
Mark if Additional Names of Receiving Parties Att Correspondent Name and Address					
			S E S		
Andrew J. Heinisch		Telephone: (81	5)963-7661 m		
Leydig, Voit & Mayer, Ltd. 6815 Weaver Road, Suite 300		Facsimile: (815 Attorney Docke	b) 963-7664 a at Mrs 502007 a		
Rockford, Illinois 61114-8018		Alloniey Docke			
Pages Enter the total number of pages of the att	tached conveyance do	cument including any	attachments: 7		
Application Number(s) or Patent Number(s) Enter either the Patent Application Number or the Patent Nur			al numbers attached		
Patent Application Numbers		Patent Number			
	5,345,390	4,533,858	4,542,638		
If this document is being filed together with a <i>new</i> Pal	tent Application enter	the date the natent	Month Day Year		
application was signed by the first named executing in		the date the patent	Wohth Day Tear		
Patent Cooperation Treaty (PCT)			I		
Enter PCT application number only if a U.S. Application	on PCT	PCT	PCT		
Number has not been assigned.	PCT	PCT	PCT		
Number of Properties	Enter	the total number of pro	operties involved: 3		
Fee Amount			8		
Mothod of Doumont:	Fee Amount for	Properties Listed (37	CFR 3.41): 100.00		
Method of Payment: Enclosed is a check in the amount of					
			No No		
Authorization to Charge Additional Fees to D	eposit Account No. 12	-1216: 🛛 Yes 📋	No 😫		
Charge Deposit Account No. 12-1216 Authorization to Charge Additional Fees to D Statement and Signature To the best of my knowledge and belief, the foreg true copy of the original document. Charges to d	noing information is tru	e and correct and any	attached convis a		
true copy of the original document. Charges to d	eposit account are au	horized, as indicated	herein.		
	er fill	November 6, 20			
Name of Person Signing	Signature		Bate 5		
			11/21/2000		
		PAT	ENT 🚍 👼		

REEL: 013496 FRAME: 0406

ASSIGNMENT OF PATENTS

This Assignment of Patents (this "Assignment") is made as of the 35^{++} 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

Bv. Name: J. Hunter Banbury

Title: President

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

On this $\underline{\mathfrak{Z}}^{\dagger}$ 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.

Bestrar

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

PATENT REEL: 013496 FRAME: 0410

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RECORDED: 11/13/2002