



03-21-03

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3/21/03

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p style="text-align: center;">Dimensional Tooling Solutions, Inc.</p> <p>Additional name(s) of conveying party(ies) attached? _ Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and Address of receiving party(ies):</p> <p>Name: Dimensional Tooling Solutions, LLC</p> <p>Internal Address:</p> <p>Street Address: 2150 Avon Industrial Drive</p> <p>City: Rochester State: MI</p> <p>Country: USA ZIP: 48309</p> <p>Additional name(s) &amp; address(es) attached? _ Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment                      _ Merger</p> <p>_ Security Agreement            _ Change of Name</p> <p>_ Other</p> <p>Execution Date: January 17, 2003</p>	

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)  US 6,398,101 issued June 4, 2002
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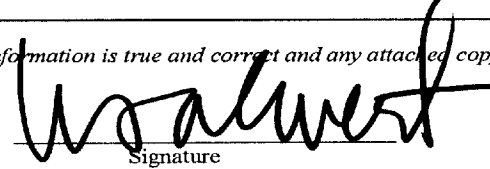
Additional numbers attached? \_ Yes  No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: SIDLEY AUSTIN BROWN &amp; WOOD LLP</p> <p>Internal Address: Attn: Elisabeth A. Evert</p> <p>Street Address: 717 North Harwood Suite 3400</p> <p>City: Dallas State: TX ZIP: 75201-6507</p>	<p>6. Total Number of applications and patents involved: _</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>40.00 - assignment</u> <u>120.00 - expedited fee</u> \$160.00</p> <p>_ Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>18-1260</u> (Attach duplicate copy of this page if paying by deposit account)</p>
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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.*

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<p><u>Elisabeth A. Evert</u> Name of Person Signing</p>	 <p>Signature</p>	<p><u>March 20, 2003</u> Date</p>
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Total number of pages including cover sheet 1

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

03/24/2003 6TON11 00000054 181260 6398101 Director of Patents and Trademarks  
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01 FC:8021	40.00 CH
02 FC:8023	120.00 CH

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## PATENT ASSIGNMENT AGREEMENT

PATENT ASSIGNMENT dated January 17, 2003 (this "Agreement"), by and between Dimensional Tooling Solutions, LLC, an Iowa limited liability company ("Buyer"), and Dimensional Tooling Solutions, Inc., a Michigan corporation ("Seller"). Buyer and Seller are referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Buyer and Seller and Owners, are parties to that certain Letter Agreement dated January 17, 2003 (the "Letter Agreement");

WHEREAS, Seller owns all right, title and interest in and to and is the sole and exclusive owner of certain United States patents and patent applications (collectively, the "Patents"), including the Patents listed on Schedule A attached hereto and incorporated herein; and

WHEREAS, pursuant to the Letter Agreement, Seller has agreed to assign the Patents to Buyer;

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Buyer and Seller agree as follows:

1. Assignment of Patents. Seller hereby contributes, transfers, assigns, conveys and delivers to Buyer all of Seller's right, title and interest in and to any and all of the Patents, including the Patents listed on Schedule A hereto, including any continuations, continuations-in-part, divisions renewals, reissues and extensions thereof and all foreign country counterpart patents and applications, together with all claims for damages by reason of past infringement thereof, with the right to sue for and collect the same for Buyer's own use and benefit.

2. Filing. Buyer may record this Agreement in the United States Patent and Trademark Office or any other applicable governmental office or agency.

3. General Provisions.

(a) Entire Agreement. This Agreement, together with the Letter Agreement, sets forth the entire agreement, and supersedes any and all prior agreements of the Parties, with respect to the subject matter hereof.

(b) Amendment. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by both Parties.

(c) Further Assurances. Each Party shall take such action as may reasonably be requested by the other Party for the implementation or continuing performance of this Agreement.

(d) Assignment. Buyer may assign its rights and obligations under this Agreement to any designee. This Agreement shall be binding upon the successors and permitted assigns of Seller and shall inure to the benefit of the successors and permitted assigns of Buyer.

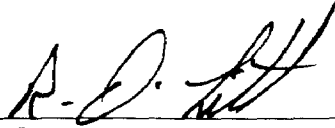
(e) Construction. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid by a court with jurisdiction over the Parties, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remainder of this Agreement shall remain in full force and effect.

(f) Applicable Law and Jurisdiction. This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Iowa, without reference to the conflict of law principles thereof.

(g) Counterparts/Facsimiles. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, and such counterparts taken together shall constitute one and the same instrument. For the purposes hereof, a facsimile copy of this Agreement including the signature page hereto, shall be deemed an original.

IN WITNESS WHEREOF, Buyer and Seller have caused this Agreement to be duly executed on and as of the date first written above.

**DIMENSIONAL TOOLING SOLUTIONS, LLC**

By:   
Name: R.O. Litt  
Title: President

**DIMENSIONAL TOOLING SOLUTIONS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, Buyer and Seller have caused this Agreement to be duly executed on and as of the date first written above.

**DIMENSIONAL TOOLING SOLUTIONS, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**DIMENSIONAL TOOLING SOLUTIONS, INC.**

By: Patrick Pollock  
Name:  
Title: PRESIDENT

STATE OF MICHIGAN )

COUNTY OF )

On this 17th day of January 2003, before me appeared PATRICK FELICK, the person who signed this instrument on behalf of Dimensional Tooling Solutions, Inc., who acknowledged that he/she signed it on behalf of the identified Dimensional Tooling Solutions, Inc. as PRESIDENT of the identified Dimensional Tooling Solutions, Inc. and pursuant to authority duly received.

Linda I. Marcum  
Notary Public

LINDA I. MARCUM  
Notary Public, Oakland County, MI  
My Commission Expires 04/06/2003