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I. Name of conveying party(ies);	Name and address of receiving party(ies):
Ingersoll-Rand Company	Name: Karolin Machine Tool, Inc.
	Address:
3. Nature of Conveyance:	635 West 12th Street Baxter Springs, IA 66713
X AssignmentMerger	Additional name(s) & address(es) attached? _ Yes X No
_ Security Agreement _ Change of Name _ Other:	_
Execution Date: August 25, 2003	
4. Application number(s) or patent number(s):	
A. Patent Application No.(s) 10/092,228 Filed: March 6, 2002	B. Patent No.(s)
- Mater 6, 2002	4,665,949
Additional numbers attached	17 X Yes _ No
 Name and address of party to whom correspondence concerning document should be mailed: 	6. Total number of applications and
Leon Nigohosian, Jr.	Total number of applications and patents involved: 23
Michael Best & Friedrich LLP 3773 Corporate Parkway Suite 360	
Center Velley, Pennsylvania 18034	
Phone: 610-798-2170	
	7. Total for (37 CER 3.41): 5.070.00
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Oonald W. Walk (Reg. No. 29,118) Iame of Person Signing	(P=1/2)//
Signature	October 30, 2003 Date
Itorney File <u>094377/9001</u> Total number of pages including a country of	
Total number of pages including cover sheet, and No. 0651-0011 (exp. 4/94)	attachments, and document: 6
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cc: Docketing

Schedule of United States Patents and Patent Applications for Assignment to KAROLIN MACHINE TOOL, INC.

U.S. Patent No.	<u>Issue Date</u>	<u>Description</u>
4,665,949	05/19/87	Catcher
4,832,266	05/23/89	Fluid Jet Cutting Nozzle Assembly
4,836,455	06/06/89	Fluid Jet Cutting Nozzle Assembly
4,893,753	01/16/90	Pressure Spike Suppressing Apparatus
5,033,681	07/23/91	Ion Implantation for Fluid Nozzle
5,139,202	08/18/92	Fluid Jet Seal Structure
5,168,893	12/08/92	Block and Bleed Valve
5,209,406	05/11/93	Swivel Valve for Fluid Jet Cutting
5,232,155	08/03/93	Integrity Sensor for Fluid Jet Nozzle
5,248,094	09/28/93	Adjustable Fluid Jet Cleaner
5,255,853	10/26/93	Adjustable Fluid Jet Cleaner
5,396,831	03/14/95	Hydraulic Plunger Replacement Method and Device
5,794,858 /	08/18/98	Quick Assembly Waterjet Nozzle
5,848,753	12/15/98	Waterjet Orifice Assembly
5,854,744	12/29/98	Adaptive Process Control System
6,021,682	02/08/00	Automatic Machinability Measuring and Machining Methods and Apparatus Therefor
6,120,351	09/19/00	Automatic Machinability Measuring and Machining Methods and Apparatus Therefor
6,244,927	06/12/01	Multi-Functional Sensing Methods and Apparatus Therefor
6,443,705	09/03/02	Direct Drive Variable Displacement Pump

(PAGE 1/2) **PATENT REEL: 014090 FRAME: 0629**

U.S. PAT. <u>APP. NO.</u>	FILING DATE	TITLE
10/092,228	03/06/02	REPLACEABLE CHECK VALVE SEATS
10/067,578	02/05/02	PRESSURE VESSELS FOR HIGH PRESSURE APPLICATIONS
10/020,523	12/14/01	BACK-UP RINGS FOR HIGH PRESSURE SEALS, PACKING ASSEMBLY, AND PUMPS INCORPORATING SAME
10/353,474	01/29/03	HIGH PRESSURE ATTENUATOR

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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (the "Assignment") is entered into as of September 30, 2003, by and between INGERSOLL-RAND COMPANY, a New Jersey corporation ("ASSIGNOR") and KAROLIN MACHINE TOOL, INC., a Delaware corporation ("ASSIGNEE").

WHEREAS, ASSIGNOR and ASSIGNEE are parties to that certain Asset Purchase Agreement dated as of August 25, 2003 (the "Purchase Agreement") (all terms which are capitalized and not defined herein shall have the respective meanings set forth in the Purchase Agreement); and

WHEREAS, ASSIGNOR is the current, sole and record owner of the United States and foreign patents and patent applications listed on <u>Exhibit 3.12(a)</u> attached hereto, which constitute a portion of the Transferred Intellectual Property (the "Patents"); and

WHEREAS, pursuant to the Purchase Agreement, ASSIGNOR has agreed to sell, assign and transfer, and ASSIGNEE has agreed to purchase, the Transferred Intellectual Property.

NOW THEREFORE, for sums paid to ASSIGNOR by ASSIGNEE pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to Section 2.1 of the Purchase Agreement, ASSIGNOR does hereby sell, convey, transfer and assign to ASSIGNEE all right, title and interest of ASSIGNOR in and to the Patents and in and to any reissue, extension, division or continuation of any Letters Patent that may be granted upon said Patents or underlying applications, free and clear of all Encumbrances, excepting only Assumed Liabilities and Permitted Encumbrances.

For said consideration ASSIGNOR hereby agrees, upon the request of said ASSIGNEE, to execute any and all divisional, continuation and renewal applications for said Patents, and any necessary oath or supplemental oath or affidavit relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted on said application that said ASSIGNEE may deem necessary or expedient, and for said considerations ASSIGNOR further agrees upon the request of said ASSIGNEE, in the event of said application or any division thereof, or Letters Patent issued thereon, or any reissue or application for the reissue thereof, becoming involved in interference, to cooperate with said ASSIGNEE, in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, and ASSIGNOR hereby agrees to perform, upon said request, any and all affirmative acts to obtain said Letters Patent and vest all rights therein hereby conveyed in the said ASSIGNEE as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this assignment and sale had not been made.

[Signature pages follows]

IN TESTIMONY WHEREOF, ASSIGNOR and ASSIGNEE have executed the Assignment by their proper officers thereunto duly authorized.

> INGERSOLL-RAND COMPANY Name: Patricia Nachtigal Title: Senior Vice President,

STATE OF New Jerses COUNTY OF Bergen

Before notary public, on this day personally appeared _, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that she executed the same as ___ on behalf of INGERSOLL-RAND COMPANY. for the purposes and consideration therein expressed.

Given under my hand and seal of office this 30th day of September, 2003.

Printed Name: Kathleen Vasquez

My Commission Expires:

KATHLEEN VASQUEZ

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. 15, 2007

ACKNOWLEDGED AND AGREED:
KAROLIN MACHINE TOOL, INC.
By: Lan Bengthom Name: Lan Bengthom Title: President
STATE OF)
COUNTY OF)
Before me, a notary public, on this day personally appeared known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same as on behalf of KAROLIN MACHINE TOOL, INC. for the purposes and consideration therein expressed.
Given under my hand and seal of office this day of, 2003.
Printed Name:
My Commission Expires:



www.mbf-lew.com

Michael Best & Friedrich LLP Lehigh Valley Office

3773 Corporate Parkway Suite 360 Center Valley, PA 18034 Telephone (610) 798-2170 FAX (610) 798-2180

(262) 956-6575

FACSIMILE TRANSMISSION

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