

06-25-2003

Form PTO-1595

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document in the file.

FINANCE SECTION

1. Name of conveying party(ies):

Cullom Machine Tool & Die, Inc.

2. Name and address of receiving party(ies)

Name: Modern Machine Corporation

Internal Address: _____

P.O. Box 435

Astatula, FL 34705-0435

Street Address: 1701 Hardeman LaneCity: Cleveland State: TN Zip: _____Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: June 3, 2003Additional name(s) & address(es) attached? ☐ Yes ☒ No

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)	<u>5,531,583</u>	<u>6,358,034</u>
	<u>4,718,844</u>	<u>5,645,871</u>
	<u>5,059,109</u>	<u>5,489,201</u>
	<u>5,257,924</u>	<u>5,494,430</u>

Additional numbers attached? ☐ Yes ☒ No

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

Name: Sarah L. RuffiInternal Address: P.O. Box 1185Street Address: 210 McClellan St.Suite 400City: Wausau State: WI Zip: 54402-11856. Total number of applications and patents involved: 107. Total fee (37 CFR 3.41).....\$ 440.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

06/24/2003 DBYRNE 00000025 5531583

01 FC:8021 9. Statement and signature. 400.00 00

DO NOT USE THIS SPACE

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.

Sarah L. Ruffi

Name of Person Signing

Signature

Date

6/11/03Total number of pages including cover sheet, attachments, and documents: 8

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

PATENT
 REEL: 014192 FRAME: 0479

ASSIGNMENT OF PATENTS

This ASSIGNMENT OF PATENTS ("Assignment") made as of June 3, 2003, by and between **CULLOM MACHINE, TOOL & DIE, INC.**, an Illinois corporation with an office located at 146 Moore Circle Road, Charleston, Tennessee 37310 (along with its successors and assigns, hereafter collectively referred to as "Assignor"), and **MODERN MACHINE CORPORATION**, a Tennessee corporation, with its main office located at 25750 CR 561, Astatula, Florida 34705 (along with its successors and assigns, hereafter collectively referred to as "Assignee").

WITNESSETH

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of May 28, 2003 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement); and

WHEREAS, pursuant to the Agreement, Assignor has agreed to execute such instruments as Assignee may reasonably request in order more effectively to 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 all of such assets; and

WHEREAS, Assignor is the sole owner of certain United States patents, Canadian patents and a pending United States patent application, as identified on Schedule 2.a., 2.b. and 2.c. attached hereto (collectively referred to as the "Patents"); and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in the Patents; and

NOW, THEREFORE, for and in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Defined Terms.

a. Unless otherwise defined herein, the terms used herein which are defined in the Agreement shall have the meanings specified in the Agreement.

b. The words "hereof", "herein" and "hereunder" and words of like import when used in this Assignment shall refer to this Assignment as a whole and not to any particular provision of this Assignment, and section and schedule references are to this Assignment unless otherwise specified.

c. All terms defined in this Assignment in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Assignment of Patents. Assignor does hereby sell, assign and transfer to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Patents, together with the goodwill of the business associated therewith and which is symbolized thereby, the inventions described in the Patents, all rights and claims associated with and all proceeds of the Patents, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Patents not been made. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks to issue said United States Patents and the Canadian Commissioner of Patents to issue said Canadian Patents to Assignee, of the entire right, title and interest in and to the same, for its sole use and benefit, and for the use and benefit of its legal representatives, to the full end of the term for which said Patents may be granted, as fully and entirely as the same would have been held by Assignor had this Assignment and Agreement not been made.

3. Warranty of Title. Except as otherwise stated in Article 3 of the Agreement, Assignor warrants that it is now the sole Assignor, free from the obligation of any license or encumbrance whatsoever, of all the Patents or rights to Patents assigned under this Assignment.

4. Right to Sue for Infringement. Assignee shall have all rights to sue for infringement of any Patent, on or after the Closing Date (as such term is defined in the Agreement), whether arising prior to or subsequent to the date of this Assignment of Patents, and any and all renewals and extensions thereof that may hereafter be secured and to collect all damages and profits for said infringements.

5. Indemnity for Past Infringement. Assignor does not knowingly infringe upon or unlawfully or wrongfully use any patent owned or claimed by another. In accordance with the provisions of Article 6 of the Agreement, Assignor shall reimburse, indemnify and hold harmless Assignee, its successors and assigns against and in respect of any and all actions, suits, claims, proceedings, investigations, demands, judgments, costs and other expenses (including, without limitation, reasonable legal fees and expenses) arising from any alleged infringement that occurred prior to the date hereof.

6. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

7. Amendments. This Assignment may only be amended or modified by a writing executed by both parties.

8. Cumulative Remedies. All of Assignee's rights and remedies with respect to the Patents, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Assignee shall have, in addition to all other rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law in any jurisdiction in which the Patents may be located or deemed located.

9. Binding Effect; Benefits. This Assignment shall be binding upon Assignor and its successors and assigns, and shall inure to the benefit of Assignee and its nominees, successors and assigns.

10. Governing Law. This Assignment shall be governed by, construed and interpreted in accordance with the laws of the State of Tennessee, without regard to the conflicts of law rules thereof.

11. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Agreement.

12. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

13. Execution in Counterparts. This Assignment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

* * * * *

[The rest of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment on the day and year first above written.

CULLOM MACHINE, TOOL & DIE, INC.
An Illinois corporation

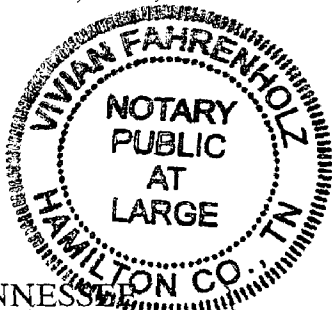
MODERN MACHINE CORPORATION
A Tennessee corporation

by: Catherine Boettner
Catherine Boettner, President

by: John H. Sonnentag
John H. Sonnentag, President

STATE OF TENNESSEE
COUNTY OF Hamilton } ss.

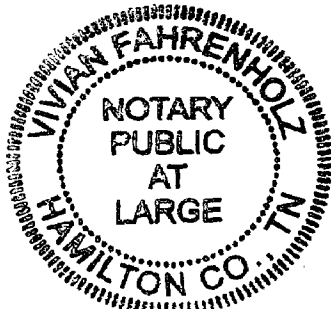
The foregoing Assignment Agreement was executed and acknowledged before me this 3rd day of June, 2003 by Catherine Boettner, personally known to me to be President of Cullom Machine, Tool & Die, Inc., an Illinois corporation, on behalf of such corporation.



Vivian Fahrenholz
Notary Public, State of Tennessee
My commission expires: 2/25/06

STATE OF TENNESSEE
COUNTY OF Hamilton } ss.

The foregoing Assignment Agreement was executed and acknowledged before me this 3rd day of June, 2003 by John H. Sonnentag, personally known to me to be President of Modern Machine Corporation, a Tennessee corporation, on behalf of such corporation.



Vivian Fahrenholz
Notary Public, State of Tennessee
My commission expires: 2/25/06

SCHEDULE 2.a.

UNITED STATES PATENTS

Patent No.	Invention	Issue Date
4,718,844	Corrugated mold block	1/12/88
5,059,109	Corrugated mold block	10/22/91
5,257,924	Plastic tile corrugator	11/2/93
5,395,278	Manually manipulated flexible toy	3/7/95
5,489,201	Plastic tile corrugator and mold blocks	2/6/96
5,494,430	Plastic tube corrugator with mold blocks	2/27/96
5,531,583	Vacuum mold blocks with cooling for corrugated tubing	7/2/96
5,645,871	Plastic tile corrugator with mold blocks	7/8/97
6,193,496	Molding machine with mold block carriage	2/27/01
6,358,034	Molding machine with mold block carriage	3/19/02

SCHEDULE 2.b.

CANADIAN PATENTS

Patent No.	Invention	Issue Date
1,279,456	Corrugated Mold Block (sheetmetal mold block with vacuum & cooling passageways)	1/ 29/91
2,011,057	Corrugated Mold Block (mold block made of laminates layers)	2/05/95
2,096,621	Plastic Tile Corrugator (corrugator with two mold tunnels)	1/08/95
2,121,092	Plastic Tile Corrugator and Mold Blocks (shuttle corrugator with water cooling through mold blocks)	11/04/97
2,299,757	Molding Machine with Mold Block Carriage (corrugator with pivotable carriage running on bearings in tracks)	9/01/00

SCHEDULE 2.c.

UNITED STATES PATENT APPLICATIONS

Application No.	Invention	Filing Date
_____	Apparatus and Method for Forming Discrete Hollow Parts	_____