

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
EFFECTIVE DATE:	06/08/2004
CONVEYING PARTY DATA	
Name	Execution Date
Atek Corporation	06/08/2004
RECEIVING PARTY DATA	
Name:	Atek Acquisition Company, LLC
Street Address:	910 Creekside Road
City:	Chattanooga
State/Country:	TENNESSEE
Postal Code:	37406
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	4734555
Patent Number:	4721906
CORRESPONDENCE DATA	
Fax Number:	(423)508-1390
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	423.756.3000
Email:	ddjanatinedjad@cbslawfirm.com
Correspondent Name:	Mark Turner
Address Line 1:	1000 Tallan Building, Two Union Square
Address Line 4:	Chattanooga, TENNESSEE 37402
NAME OF SUBMITTER:	Mark Turner
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PATENT
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ASSIGNMENT
AND
SECURITY AGREEMENT

This Assignment and Security Agreement is entered into by and between **ATek Corporation**, a Tennessee corporation ("Assignor") and **Atek Acquisition Company, LLC** ("Assignee"), a Tennessee limited liability company, as of the 3rd day of June, 2004.

WITNESSETH

WHEREAS Assignor and Assignee have entered into an Asset Purchase Agreement ("the Agreement"), by which Assignor has, among other things, agreed to transfer title to certain patents to Assignee; and

WHEREAS the Agreement provides Assignor shall transfer to Assignee all of Assignor's right, title and interest in certain patents which described on Exhibit A ("Patents") and certain technology which is described on Exhibit B ("Technology") to this Assignment; and

WHEREAS, the Agreement provides part of the purchase price is to be paid on a contingent basis over time. The obligations of Assignee to Assignor under the Asset Purchase Agreement including any extensions, modifications, renewals and/or replacements thereof, are herein referred to as the "Obligations"; and

WHEREAS, in connection with the closing of the sale described in the Agreement, Assignor desires to obtain from Assignee and Assignee desires to grant to Assignor a security interest in the Patents and Technology.

NOW, THEREFORE, for and in consideration set forth in the Agreement and herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged:

1. Assignor does hereby sell, assign and transfer to Assignee, its successors, assigns and legal representatives, the entire right, title and interest, for all countries, in and to any and all inventions, discoveries and improvements which are disclosed and claimed, and any and all inventions, discoveries and improvements which are disclosed but not claimed, in the Patents, and in and to the Patents and all divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed on any of said inventions, discoveries and improvements disclosed in any of the Patents, and in and to all original and reissue patents which have been or shall be issued by the United States or any other country on any of said inventions, discoveries and improvements, and in and to the Technology, all of which is referred to herein as "the Assigned Subject Matter".
2. This Assignment and Security Agreement includes the right to sue and recover for any and all infringements, past, present or future, of any of the Assigned Subject Matter, as fully and entirely as the same would have been held by Assignor had this Assignment and Security Agreement not been made.

3.
 - (a) Assignee hereby grants to Assignor a continuing security interest in the Patents and Technology including all proceeds and products of all of the foregoing.
 - (b) Assignee hereby specifically authorizes Assignor at any time and from time to time to file financing statements, continuation statements and amendments thereto that describe the Patents and Technology and contain any other information required by Article 9 of the Uniform Commercial Code, as enacted in Tennessee (the "UCC") for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment, including whether Assignee is an organization, the type of organization and any organization identification number issued to Assignee. Assignee agrees to furnish any such information to the Assignor promptly upon request. Any such financing statements, continuation statements or amendments may be signed by Assignor on behalf of Assignee and may be filed at any time in any jurisdiction.
 - (c) At any time and from time to time, Assignee shall take such steps as the Assignor may reasonably request for Assignee to insure the continued perfection and priority of Assignor's security interest in the Patents and Technology and of the preservation of its rights therein.
 - (d) The security interest granted hereby shall secure the prompt payment of the Obligations.
 - (e) Upon Assignee's failure to make any payment due under the Agreement or Assignee's breach of, or Assignee's failure to perform, any term or condition of the Agreement, Assignor may pursue any or all of the remedies available to a secured party under the UCC, or at law or equity.
 - (f) Upon receipt of proper written demand following the payment in full of the Obligations, Assignor shall prepare a termination statement with respect to any financing statement filed to perfect Assignor's security interests in any of the Collateral and cause such termination statement to be filed with the appropriate filing officer(s).
4. Assignor represents and warrants to Assignee that:
 - (a) Assignor has full corporate authority to execute this Assignment and Security Agreement, and that this Assignment and Security Agreement and the terms and conditions hereof have been duly authorized by all requisite corporate authorities and will not result in a violation of any of the provisions of Assignor's corporate charter, bylaws or any agreement to which Assignor may be a party.
 - (b) Assignor is the owner of the Assigned Subject Matter, and no other person or entity has any security interest in any of the Assigned Subject Matter.
 - (c) There are no actions, suits, claims or proceedings pending or, to Assignor's knowledge threatened against Assignor in any court or before any governmental agency which might have an adverse effect on any of the Assigned Subject Matter.

- (d) Assignor is not subject to any order, writ, injunction or decree of any court or governmental agency which would prevent or impede the assignment of any of the Assigned Subject Matter, or which has created or would create a lien thereon or would affect or interfere with Assignee's rights therein.
5. Assignor shall indemnify and hold harmless Assignee, its successors and assigns, at all times after the date of this Assignment and Security Agreement, against any and all damages or deficiencies resulting from any breach of warranty or misrepresentation made in or in connection with this Assignment and Security Agreement.
6. In the event any third party infringes or otherwise violates Assignee's right, title and/or interest in and to any of the Patents, Assignor agrees to cooperate fully with Assignee to terminate such infringement or violation. Assignor agrees that Assignee has the right to prosecute and defend at its own expense all suits or proceedings before any court or governmental agency which involve in any way the validity or enforceability of, title to, or infringement or misappropriation of any of the Patents.
7. Assignor hereby covenants and agrees to execute any and all documents reasonably requested by Assignee for the purpose of carrying out the intent and purposes of this Assignment and Security Agreement. Assignor hereby further covenants and agrees that it will cooperate with Assignee to enable Assignee to enjoy, to the fullest extent, the right, title and interest intended to be herein conveyed. Assignor's cooperation shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance relating to the Patents, all to the extent deemed necessary or desirable by Assignee for participation in any legal or administrative proceedings involving the Patents, and otherwise fully carrying out the terms of this Assignment and Security Agreement.
8. All the provisions of this Assignment and Security Agreement shall inure to the benefit of Assignee and its successors, assigns and representatives and shall be binding on Assignor and its successors, assigns, and representatives.
9. Exhibits A and B are expressly made part of this Assignment and Security Agreement, are incorporated herein by reference, and shall be given the same force and effect as if said Exhibits were included within the body of this Assignment and Security Agreement.

ASSIGNMENT
AND
SECURITY AGREEMENT

Execution Page

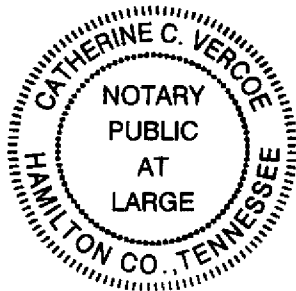
IN TESTIMONY WHEREOF, Assignor and Assignee have executed this Assignment and Security Agreement as of the date first written above.

ATek Corporation

By: Thomas N. Mitchell
Name: Thomas N. Mitchell
Title: President

State of Tennessee)
)
County of Hamilton)

Before me, a notary public in and for said county, appeared on this 8th day of June, 2004, **Thomas N. Mitchell**, who is personally known to me to be the person who is described in and who executed the above instrument, and he acknowledged that he, as President of ATek Corporation, executed the same of his own free will for the purposes set forth therein.



Catherine C. Vercoe
Notary Public

My commission expires: 2/7/2006

ASSIGNMENT
AND
SECURITY AGREEMENT

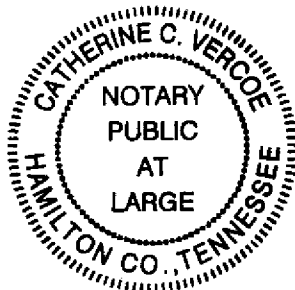
Execution Page

ATek Acquisition Company, LLC

By: Gary Lowder
Name: Gary Lowder, Sole Member

State of Tennessee)
)
County of Hamilton)

Before me, a notary public in and for said county, appeared on this 8th day of June, 2004, **Gary Lowder**, who is personally known to me to be the person who is described in and who executed the above instrument, and he acknowledged that he, as Sole Member of Atek Acquisition Company, LLC, executed the same of his own free will for the purposes set forth therein.



Catherine C. Vercos
Notary Public

My commission expires: 2/7/2006

EXHIBIT A

Country	Patent Number	Title
USA	4,734,555	Method and Apparatus for Measuring and Controlling Indentation in Resistance Welding
USA	4,721,906	One Step RMS System

EXHIBIT B

TruAmp III Welding Control
TruAmp IV Welding Control
TruAmp V Welding Control
TruAmp DC Welding Control
Mod-U-Weld
Duffers Model 8100 Monitor
Duffers Model 8160 Monitor
DSI Hand Held Monitor

Protocols and documentation contained in electronic form and related software programs, and hardware in the form of controlled chips.