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Form PTOL 1095

(Rev. 10-92)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings $\Rightarrow \Rightarrow \Rightarrow$

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

1. Name of conveying party(ies):

Cobra Machine Tool Co. Inc.

2. Name and address of receiving party(ies)

Name: Tri-Way Manufacturing Technologies Corp.

Internal Address: _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐

Assignment

☐

Merger

☐

Security Agreement

☐

Change of Name

☒

Other Asset Purchase Agreement

Street Address: 6555 Hawthorne Drive

Windsor, Ontario, Canada

City: _____ State: _____ Zip: N8T 3G6

Execution Date: December 6, 2002

Additional 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) 5,667,428;

5,816,892; 6,081,980

Additional numbers attached? ☐ Yes ☒ No

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

Name: John M. Siragusa

Internal Address: _____

Street Address: 400 W. Maple Road, Suite 350

City: Birmingham State: MI Zip: 48009

6. Total number of applications and patents involved: **3**

7. Total fee (37 CFR 3.41).....\$ 120.00

☒

Enclosed

☐

Authorized to be charged to deposit account

8. Deposit account number:

50-1482

01/07/2004 BYRME 00000004 5667428

01 FEB 0021 120.00 BP

DO NOT USE THIS SPACE

9. Signature.

John M. Siragusa

Name of Person Signing

John M Siragusa
Signature

December 30, 2003

Date

Total number of pages including cover sheet, attachments, and documents: **17**

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

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT
REEL: 014852 FRAME: 0111

**KPMG INC., as receiver and manager of
COBRA MACHINE TOOL CO. INC.**

as Vendor

and

TRI-WAY MANUFACTURING TECHNOLOGIES CORP.

as Purchaser

ASSET PURCHASE AGREEMENT

Dated as of December 6, 2002

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement is entered into as of this 6th day of December 2002 between KPMG Inc., as receiver and manager of Cobra Machine Tool Co. Inc. (the "Vendor") and TRI-Way Manufacturing Technologies Corp. (the "Purchaser").

WHEREAS on May 8, 2002, KPMG Inc. was appointed as receiver and manager of Cobra Machine Tool Co. Inc. ("Cobra") by The Toronto-Dominion Bank (the "Bank") pursuant to the terms of the General Security Agreement provided by Cobra to the Bank.

WHEREAS the Purchaser is a corporation incorporated under the laws of Nova Scotia.

WHEREAS the Vendor wishes to sell and the Purchaser wishes to buy, the Purchased Assets (as defined herein).

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

ARTICLE 1 INTERPRETATION

Section 1.1 Defined Terms.

As used in this Agreement, the following terms have the following meanings:

"Agreement" means this asset purchase agreement and all schedules and instruments in amendment or confirmation of it and the expressions "Article" and "Section" followed by a number mean and refer to the specified Article or Section of this Agreement.

"Authorization" means, with respect to any Person, any order, permit, approval, waiver, licence or similar authorization of any Governmental Entity having jurisdiction over the Person.

"Best Efforts" means the efforts that a prudent Person who desires to complete the transaction would use in similar circumstances to ensure that a closing occurs as expeditiously as possible without the necessity of assuming any material obligations or paying any material amounts to an unrelated third party.

"Business Day" means any day of the year, other than a Saturday, Sunday and any other day on which banks are required or authorized to close in Toronto, Ontario.

"Closing" means the completion of the transaction of purchase and sale contemplated in this Agreement.

"Closing Date" means December 13, 2002.

"Cobra" has the meaning specified in the recitals to this Agreement.

"GAAP" means at any time, accounting principles generally accepted in Canada including those set out in the Handbook of the Canadian Institute of Chartered Accountants, at the relevant time applied on a consistent basis.

"Governmental Entity" means (i) any multinational, federal, provincial, state, municipal, local or other governmental or public department, central bank, court, commission, board, bureau, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the foregoing, or (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above.

"Lien" means any mortgage, charge, pledge, hypothecation, security interest, assignment, lien (statutory or otherwise), title retention agreement or arrangement, restrictive covenant or other encumbrance of any nature or any other arrangement or condition which, in substance, secures payment or performance of an obligation.

"OBCA" means the *Business Corporations Act* (Ontario), R.S.O. 1990, c. B.16.

"Parties" means the Vendor and the Purchaser and any other Person who may become a party to this Agreement and their respective successors or assigns.

"Person" means a natural person, partnership, limited liability partnership, corporation, joint stock company, trust, unincorporated association, joint venture or other entity or Governmental Entity, and pronouns have a similarly extended meaning.

"Purchase Price" has the meaning specified in Section 3.1 hereof.

"Purchased Assets" means the assets listed in Schedule A.

"Purchaser" has the meaning specified in the recitals to this Agreement.

"Vendor" has the meaning specified in the recitals to this Agreement.

Section 1.2 Gender and Number.

Any reference in this Agreement to gender includes all genders and words importing the singular number only shall include the plural and vice versa.

Section 1.3 Headings, etc.

The provision of a Table of Contents, the division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and are not to affect its interpretation.

Section 1.4 Currency.

All references in this Agreement to dollars, unless otherwise specifically indicated, are expressed in Canadian currency.

Section 1.5 Accounting Terms.

All accounting terms not specifically defined in this Agreement shall be interpreted in accordance with GAAP.

Section 1.6 Incorporation of Schedules.

The schedules attached to this Agreement shall, for all purposes of this Agreement, form an integral part of it.

ARTICLE 2 PURCHASED ASSETS

Section 2.1 Purchased Assets

Subject to the terms and conditions of this Agreement, the Vendor agrees to sell, assign and transfer to the Purchaser and the Purchaser agrees to purchase from the Vendor on the Closing Date the Vendor's entire worldwide right, title and interest in and to the Purchased Assets.

Section 2.2 Waiver and Release

The Vendor acknowledges that, upon closing, the Vendor waives or assigns to the Purchaser all the Vendor's rights in the Purchased Assets, and releases the Purchaser from any and all obligations to share in proceeds from the exploitation of the Purchased Assets, except as explicitly set forth in this Agreement.

Section 2.3 Purchaser's Acknowledgement

The Purchaser acknowledges and agrees that (i) the Purchased Assets are being sold by the Vendor and purchased by the Purchaser on an "as is, where is" basis and without recourse to the Vendor; and (ii) the Purchaser has conducted such inspections of the Purchased Assets and such investigations of the Vendor's right, title and interest in and to the Purchased Assets and has relied entirely on its own inspection, investigation and analysis and has satisfied itself considering those matters.

The Purchaser agrees that the Vendor (including the Vendor's directors, officers, employees, affiliates, agents, advisors, shareholders and representatives) shall have no liability or responsibility based on or in respect of any information or documents obtained by or provided or made available to the Purchaser (including the Purchaser's directors, officers, employees, affiliates, agents, advisors, shareholders and representatives) or at its request.

No representation, warranty or condition, either express or implied, has been or will be given by the Vendor as to the title, description, currency, completeness, accuracy, condition, cost, size, quantity, quality, fitness for purpose, merchantability, valuation, revenues, expenses, assignability, enforceability, registration or otherwise of or concerning the Purchased Assets in any jurisdiction or the right of the Vendor to sell or assign the same, or as to the accuracy or completeness of any of the information or documents obtained by or provided or made available to the Purchaser (including its directors, officers, employees, affiliates, agents, advisors, shareholders and representatives), or otherwise howsoever. In particular, but without limiting generality, the Vendor has given and will give no representation or warranty as to the currency, ownership or validity of registration in any jurisdiction of any patents or other intellectual property comprised in the Purchased Assets, or as to any licences or rights granted in respect thereof to third parties.

Without limiting the generality of the foregoing, the Purchaser acknowledges and agrees that the Vendor makes, and has made, no representation or warranty that any registration or use (if any) in any jurisdiction of or in respect of any of the Purchased Assets has complied with applicable laws, has not infringed the rights of any other person and has not been prejudiced or impaired by the registration, use or rights of any other person, or that the value of any of the Purchased Assets has not been so prejudiced or impaired.

Section 2.4 Limitation of Claims

No Party shall have any claim against the other (whether in contract, tort or otherwise howsoever) under or in respect of this Agreement, including (without limitation) by reason of an alleged breach of representation, warranty or covenant, unless such claim is received by the other Party within six months of the Closing Date by notice in writing specifying the facts giving rise to the claim and the specific provision of this Agreement the breach of which has given rise to the claim. In addition, the maximum aggregate amount of damages and interest payable in respect of claims made by one Party against the other under or in respect of this Agreement shall not exceed the Purchase Price.

Section 2.5 Excluded Assets

The description in Schedule "A" in respect of the patents does not form part of the Purchased Assets and is not a representation or warranty of the Vendor. The Purchased Assets also exclude the service manuals, service records, equipment placement lists and commissioning lists.

ARTICLE 3 PURCHASE PRICE

Section 3.1 Purchase Price.

In consideration for the Purchased Assets, the Purchaser shall pay the Vendor (the "Purchase Price"). The Purchase Price will be satisfied by a deposit of 10% of the Purchase Price payable forthwith upon execution and delivery of this Agreement by the Purchaser with the balance of the Purchase Price being satisfied by the payment to and in

favour of the Vendor (or as it may direct) at Closing by the Purchaser of a certified cheque or bank draft drawn or issued by a Canadian chartered bank, or by a completed wire funds transfer to the Vendor's designated account in Canada with a Canadian chartered bank.

Section 3.2 Payment of Sales Tax and Registration Charges on Transfer.

The Purchaser shall be liable for and shall pay all federal and provincial sales taxes and all other taxes, duties, registration charges or other like charges properly payable by or collectable from a purchaser upon and in connection with the assignment and transfer of the Purchased Assets by the Vendor to the Purchaser. If the Purchaser claims exemption from payment of any such ordinarily payable tax, duty or charge, the Purchaser shall execute and deliver to the Vendor at closing satisfactory evidence of such exemption and a certificate in a form acceptable to the Vendor, acting reasonably, declaring compliance with the relevant criteria that must be satisfied to entitle the Purchaser to such exemption.

**ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE VENDOR**

Section 4.1 Representations and Warranties.

The Vendor represents and warrants as follows to the Purchaser, and acknowledges and confirms that the Purchaser is relying upon the said representations and warranties in connection with the purchase by the Purchaser of the Purchased Assets:

- (a) **Appointment as Receiver.** The Vendor was appointed as receiver and manager of Cobra on May 8, 2002 by the Bank and the Vendor is not aware of such appointment having been terminated;
- (b) **No Restriction on Transfer.** The Vendor has not received notice of any court order prohibiting or delaying the assignment and transfer of the Purchased Assets to the Purchaser pursuant to this Agreement; and
- (c) **Residence of the Vendor.** The Vendor is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

**ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

Section 5.1 Representations and Warranties of the Purchaser.

The Purchaser represents and warrants as follows to the Vendor and acknowledges and confirms that the Vendor is relying on such representations and warranties in connection with the sale by the Vendor of the Purchased Assets:

- (a) **Due Incorporation and Corporate Power.** The Purchaser is a corporation incorporated under the laws of Nova Scotia and existing in Ontario and has the corporate

power to own and operate its property, carry on its business and enter into and perform its obligations under this Agreement;

(b) **Validity of Agreement.** The execution, delivery and performance by the Purchaser of this Agreement have been duly authorized by all necessary corporate action on the part of the Purchaser;

(c) **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms subject only to any limitation under applicable laws relating to (i) bankruptcy, winding-up, insolvency, arrangement and other similar laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction; and

(d) **Residence of the Purchaser.** The Purchaser is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

ARTICLE 6 PRE-CLOSING COVENANTS OF THE PARTIES

Section 6.1 Actions to Satisfy Closing Conditions.

(a) The Purchaser will deliver to the Vendor an executed copy of this Agreement.

(b) The Vendor agrees to take all such reasonable actions as are within its power and control, and to use its Best Efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with all of the conditions set forth in Section 7.1 including, without limitation, ensuring that there has been no breach of any representations and warranties.

(c) The Purchaser agrees to take all such actions as are within its power and control, and to use its Best Efforts to cause other actions to be taken which are not within its power and control, so as to ensure compliance with all of the conditions set forth in Section 7.3 including, without limitation, ensuring that there has been no breach of any representations and warranties.

Section 6.2 Notice of Untrue Representation or Warranty.

Each Party shall promptly notify the other upon any representation or warranty made by it becoming untrue or incorrect prior to Closing. Any such notification shall set out particulars of the untrue or incorrect representation or warranty and details of any actions being taken by the Vendor or the Purchaser, as the case may be, to rectify that state of affairs.

ARTICLE 7 CONDITIONS OF CLOSING

Section 7.1 Conditions for the Benefit of the Purchaser.

The purchase and sale of the Purchased Assets pursuant to this Agreement is subject to the following conditions to be fulfilled or performed at or prior to Closing, which conditions are for the exclusive benefit of the Purchaser and may be waived, in whole or in part, by the Purchaser in its sole discretion other than Section 7.1 (b) below:

(a) **Truth of Representations and Warranties.** The Vendor shall deliver to the Purchaser a certificate signed by the Vendor that the representations and warranties of the Vendor contained in Section 4.1 of this Agreement were true and correct as of the date of this Agreement and are true and correct as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

(b) **Deliveries.** Upon satisfaction or waiver of the conditions set forth in Section 7.3 and upon payment by the Purchaser of the Purchase Price, the Vendor shall execute and deliver to and in favour of the Purchaser or its nominee such assignments of the Purchased Assets as are requested prior to Closing by the Purchaser as necessary to enable the Purchaser to be registered as the owner of the Purchased Assets (or any of them).

(c) **No Orders.** At the Closing Date, no order, including any order pursuant to section 67 of the *Personal Property Security Act* (Ontario) (the "Ontario Act"), shall have been issued by a court of competent jurisdiction which remains in effect, and no action or proceeding shall have been instituted or threatened, including any application under or pursuant to section 67 of the Ontario Act which remains pending before any court of competent jurisdiction, affecting the Purchased Assets or any portion thereof or to prevent or otherwise affect the purchase and sale of the Purchased Assets or any portion thereof pursuant to this Agreement.

(d) **No Redemption.** Prior to the Closing, no Person having the right to redeem the Purchased Assets or any portion thereof shall have exercised such right.

Section 7.2 Termination by Purchaser.

If any of the conditions set forth in Section 7.1 have not been fulfilled or waived at or prior to Closing or any obligation or covenant of the Vendor to be performed at or prior to Closing has not been observed or performed by such time, the Purchaser may terminate this Agreement by notice in writing to the Vendor, and in such event the Vendor shall return the deposit to the Purchaser without interest but shall be released from all obligations hereunder save and except for its obligations under Section 10.4 which shall survive. The Vendor shall only be released from its obligations if the condition or conditions for the non-performance of which the Purchaser has terminated this Agreement are not reasonably capable of being performed or caused to be performed by the Vendor within one month of the Closing Date. The Purchaser's right of termination under this Article 7 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination will

not be an election of remedies. Nothing in Article 7 shall limit or affect any other rights or causes of action the Purchaser may have with respect to the representations, warranties, covenants in its favour contained in this Agreement.

Section 7.3 Conditions for the Benefit of the Vendor.

The purchase and sale of the Purchased Assets is subject to the following conditions to be fulfilled or performed at or prior to the Closing, which conditions are for the exclusive benefit of the Vendor and may be waived, in whole or in part, by the Vendor in its sole discretion:

(a) **Truth of Representations and Warranties.** The Purchaser shall deliver to the Vendor a certificate signed by the Purchaser that the representations and warranties of the Purchaser contained in Section 5.1 of this Agreement are true and correct as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

(b) **Payment of Purchase Price.** The Purchaser shall pay the Purchase Price in accordance with Section 3.1 and in compliance with Section 3.2.

(c) **No Orders.** At the Closing Date, no order, including any order pursuant to section 67 of the Ontario Act, shall have been issued by a court of competent jurisdiction which remains in effect, and no action or proceeding shall have been instituted or threatened, including any application under or pursuant to section 67 of the Ontario Act which remains pending before any court of competent jurisdiction, affecting the Purchased Assets or any portion thereof or to prevent or otherwise affect the purchase and sale of the Purchased Assets or any portion thereof pursuant to this Agreement.

(d) **No Redemption.** Prior to the Closing, no Person having the right to redeem the Purchased Assets or any portion thereof shall have exercised such right.

Section 7.4 Termination by Vendor.

If the conditions set forth in Section 7.3 have not been fulfilled or waived at or prior to Closing or any obligation or covenant of the Purchaser to be performed at or prior to Closing has not been observed or performed by such time, the Vendor may terminate this Agreement by notice in writing to the Purchaser, and if the conditions in Section 7.3(a) or (b) are not complied with, the Purchaser shall forfeit the deposit but be released from all obligations hereunder save and except for its obligations under Section 10.4 which shall survive. If the Vendor waives compliance with any of the conditions, obligations or covenants contained in this Agreement, the waiver will be without prejudice to any of its rights of termination in the event of non-fulfilment, non-observance or non-performance of any other condition, obligation or covenant in whole or in part. The Vendor's right of termination under this Article 7 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. Nothing in Article 7 shall limit or affect any other rights or causes of action the

Vendor may have with respect to the representations, warranties, covenants in its favour contained in this Agreement.

ARTICLE 8 CLOSING

Section 8.1 Date, Time and Place of Closing.

The completion of the transaction of purchase and sale contemplated by this Agreement shall take place at the offices of KPMG Windsor, Ontario at 10:00 AM (Windsor, Ontario time) on the Closing Date or at such other place, on such other date and at such other time as may be agreed upon in writing between the Vendor and the Purchaser.

ARTICLE 9 POST-CLOSING COVENANTS

Section 9.1 Further Assurances.

From time to time after the Closing Date, each Party shall at the request and expense of the other execute and deliver such additional conveyances, transfers and other assurances as may be reasonably required to effectively transfer the Purchased Assets to the Purchaser and carry out the intent of this Agreement. For this purpose, the Vendor may require payment in cleared funds, prior to complying with such a request from the Purchaser, of its estimated expenses (including legal expenses and registration or other fees).

ARTICLE 10 MISCELLANEOUS

Section 10.1 Notices.

Any notice, direction or other communication given under this Agreement shall be in writing and given by delivering it or sending it by facsimile or other similar form of recorded communication addressed:

(a) to the Purchaser at:

TRI-Way Manufacturing Technologies Corp.
8555 Hawthorne Drive
Windsor, Ontario N8T 3G5

Attention: Brian Pougnet
Facsimile: (519) 944-5600

(b) to the Vendor at:

KPMG Inc.
140 Fullarton Street

Suite 1200
P.O. Box 2305
London, Ontario N6A 5P2

Attention: Stephen Cherniak
Facsimile: (519) 660-2139

Any such communication shall be deemed to have been validly and effectively given on the date of such delivery if such date is a Business Day and such delivery was made prior to 4:00 p.m. (local time of recipient) and otherwise on the next Business Day. Any Party may change its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to such Party at its changed address.

Section 10.2 Time of the Essence.

Time shall be of the essence of this Agreement.

Section 10.3 Third Party Beneficiaries.

The Vendor and the Purchaser intend that this Agreement shall not benefit or create any right or cause of action in, or on behalf of, any Person, other than the Parties to this Agreement and no Person, other than the Parties to this Agreement, shall be entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum.

Section 10.4 Expenses.

Except as otherwise expressly provided in this Agreement, all costs and expenses (including the fees and disbursements of legal counsel, investment advisers and accountants) incurred in connection with this Agreement and the transactions contemplated herein shall be paid by the Party incurring such expenses.

Section 10.5 Amendments.

This Agreement may only be amended or otherwise modified by written agreement executed by the Vendor and the Purchaser.

Section 10.6 Waiver.

(a) No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision (whether or not similar), nor shall such waiver be binding unless executed in writing by the Party to be bound by the waiver.

(b) No failure on the part of the Vendor or the Purchaser to exercise, and no delay in exercising any right under this Agreement shall operate as a waiver of such right; nor shall any single or partial exercise of any such right preclude any other or further exercise of such right or the exercise of any other right.

Section 10.7 Non-Merger.

Except as otherwise expressly provided in this Agreement, the covenants, representations and warranties shall not merge on and shall survive the Closing and, notwithstanding such Closing and any investigation made by or on behalf of any Party, shall continue in full force and effect. Closing shall not prejudice any right of one Party against any other Party in respect of anything done or omitted under this Agreement or in respect of any right to damages or other remedies.

Section 10.8 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties with respect to the transactions contemplated in this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth herein and therein and the Vendor and the Purchaser have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

Section 10.9 Successors and Assigns.

This Agreement shall become effective when executed by the Vendor and the Purchaser and after that time shall be binding upon and inure to the benefit of the Vendor, the Purchaser and their respective successors and permitted assigns. Neither this Agreement nor any of the rights or obligations under this Agreement shall be assignable or transferable by any Party without the prior written consent of the other Party, which shall not be unreasonably withheld. However, it is understood that the Purchased Assets shall be freely assignable or transferable by Purchaser.

Section 10.10 Severability.

If any provision of this Agreement shall be determined by an arbitrator or any court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be severed from this Agreement and the remaining provisions shall remain in full force and effect.

Section 10.11 Governing Law.

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Section 10.12 Counterparts and Facsimile Delivery.

This Agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement of any counterpart thereof shall be delivered effectively if transmitted to the Vendor or, as applicable, the Purchaser by facsimile transmission.

IN WITNESS WHEREOF the parties have executed this Asset Purchase Agreement.

**KPMG INC., as receiver and manager of
Cobra Machine Tool Co. Inc.**

By: _____

Authorized Signing Officer

STEPHEN N. CHERNOMULL
VICE-PRESIDENT

**TRI-WAY MANUFACTURING
TECHNOLOGIES CORP.**

By: _____

Authorized Signing Officer

SCHEDULE "A"

Purchased Assets

1. Engineering Documentation:

All the Cobra engineering documentation that is in the Vendor's possession including all hard copies of engineering drawing and all electronic copies of the engineering drawings stored on the server (Serial #D908CDG10171).

2. Customer Lists

The Customer Lists of Cobra was obtained from the Company records as of the date of the appointment of KPMG Inc. as receiver and manager of Cobra, namely May 8, 2002.

3. Patents:

Patent Name and Number

Description

Apparatus for Cutting and Grinding a Workpiece

- | | |
|--|--|
| a) US 5,667,428
b) EP 0958107
c) CA 2,235,333
d) WO 9714533 (expired) | A machine for simultaneously milling and grinding a workpiece comprises milling and grinding wheels rotatable about respective first and second parallel axes, the second axis being offset radially with respect to the first axis. A single motor drives the milling and grinding wheels at different relative speeds. The grinding wheel is mounted to a hub which includes an axially flexible portion to enable the grinding surface to be axially adjusted. The milling wheel includes an array of milling cutters with a large gap formed between leading and trailing ones of the milling cutters to accommodate the offset grinding wheel. The radial spacing of the milling cutters from the axis of rotation of the milling wheel progressively increases from the leading milling cutter to the trailing milling cutter. |
|--|--|

Patent Name and Number

Description

Valve Seat Insert Gaging System

- | | |
|---|--|
| a) US 6,155,108
b) AU 8353198
c) WO 9906676 (expired) | A valve seat insert inspection system generally comprises a camera which inspects the inner periphery of the valve seat insert adjacent the cylinder head. The camera detects the difference reflectivity of any gap between the valve seat insert and cylinder head. The image from the camera is analyzed in software to determine the size of the gap. A warning is indicated if the gap exceeds a predetermined threshold. |
|---|--|

Positioning Control for Combined Milling Machine & Internally Positioned Grinding Wheel

- | | |
|--|--|
| a) US 5,816,892
b) CA 2,230,440
c) DE 19811316 | An improved tool includes a milling tool rotatable about an axis, and a coaxially mounted grinding wheel positioned slightly axially towards a workpiece from the milling tool. The milling tool provides rough finish on a workpiece, and the grinding tool follows, providing finish grinding. The present invention recognizes that the grinding tool will be deflected away from the workpiece at high speed due to centrifugal forces. The present invention positions the milling tool relative to the grinding wheel at a locating that compensates for the expected deflection of the grinding wheel, and achieves the desired amount of grinding. In further features of this invention, the phenomena of deflection of the grinding wheel due to increased speed is utilized to compensate for wear on the milling tool. |
|--|--|

Ecliptic Drive

- | | |
|-----------------|---|
| a) US 6,081,980 | A drive apparatus for a simultaneous operation machine includes a plurality of pulleys and drive belts in a unique orientation to simultaneously drive a plurality of spindles. A first outer spindle is driven about a first axis of rotation to perform a first operation such as machining. An inner spindle is disposed within the outer spindle and is driven about a second axis which is offset from and parallel to the first axis to simultaneously perform a second operation, such as grinding. Additionally, the drive apparatus is capable of rotating the second spindle about the second axis while orbiting about the first axis, and simultaneously rotating of the first spindle about the first axis. Preferably, a single motor is provided for driving both of the outer and inner spindles. |
|-----------------|---|

Patent Name and Number

Description

Method and Apparatus for Installing a Snap Ring in a Snap Ring Groove and Detecting Proper Radial Expansion Thereof

a) US 5,875,536

An apparatus for installing a snap ring comprises an inner press assembly which is spring biased downwardly from an upper press assembly. The inner press assembly includes a plurality of arms first ends having an abutment surface adjacent a notch. During installation of the snap ring, the upper press assembly and inner press assembly move toward a component which receives the snap ring, such that the first ends of the arms abut the snap ring. The snap ring is thus moved downwardly into the component. If the snap ring expands radially outwardly into the snap ring groove, the abutment moves past the snap ring and the notches receive the snap ring. If the snap ring does not expand sufficiently radially outwardly into the snap ring groove, the abutment surface of the arms contacts the snap ring, thereby resisting downward movement of the inner press assembly. There is then relative axial movement between the inner press assembly and the upper press assembly. When this movement occurs, thereby activating a switch is activated.

Ultrasonic Tool Confirmation Sensor

a) US 5,850,184

A tool detection system combines a sensor nozzle with an ultrasonic transducer capable of propagating and detecting ultrasonic waves. A wave is propagated in a coolant fluid stream directed at a tool to be monitored. A control unit powers the ultrasonic transducer and contains circuits for analyzing the ultrasonic waves detected by the ultrasonic transducer. The control compares the actual time between the propagation of an ultrasonic wave and detection of an echo wave reflected from the tool, to an expected time. An alarm is generated when the tool is not present as indicated by the actual time exceeding the expected time. An alarm signal generated by the alarm generator either stops the tool or signals an operator that the tool is absent.