

RECORDATION FORM COVER SHEET PATENTS ONLY

Docket No.: 3665.1000-001

To the Director of the U.S. Patent and Trademark Office Please record the attached original documents or copy thereof

1 Name of conveying party(ies)
 (1) JOHN E. PONIATOWSKI
 (2) JOHN W. WALKINSHAW

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

2 Name and address of receiving party(ies)
 Name: PAPER QUALITY MANAGEMENT ASSOCIATES
 Internal Address: _____

3. Nature of conveyance
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: (1) 7/20/04; (2) 3/2/04

Street Address: 91 DEPOT ROAD
 City: WESTFORD State MA ZIP 01886

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):
 A. Patent Application No (s)
10/772,140

Additional numbers attached? Yes No

B. Patent No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed.
 Name Timothy J. Meagher, Esq.
 Internal Address: _____
Hamilton, Brook, Smith & Reynolds, P.C.
 Street Address: 530 Virginia Road, P.O. Box 9133
 City: Concord State: MA ZIP: 01742-9133

6 Total number of applications and patents involved: [1]

7 Total Fee (37 C.F.R. 3.41)..... \$ 40.00

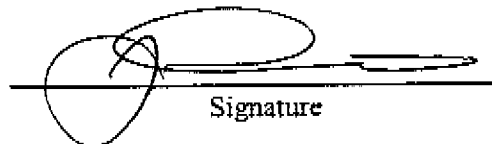
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8. Statement and signature
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Joseph M. Marata, Esq.
 Name of Person Signing


 Signature

7/21/04
 Date

Total number of pages including cover sheet, attachments, and document. [7]

CH \$40.00 080380 10772140

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Joint

ASSIGNMENT

WHEREAS, we, **John E. Poniatowski and John W. Walkinshaw**, have invented a certain improvement in **Variable Inductor** described in an application for Patent,

- the specification of which is being executed on even date herewith and is about to be filed in the United States Patent Office (*use for 37 CFR §1.53(b) filings only*);
- is about to be filed in the United States Patent Office as a Provisional Application;
- the specification of which is United States Application No. **10/772,140** filed on February 4, 2004;
- the specification of which is a Patent Cooperation Treaty Application, International Application No. [], which designates the United States of America;
- which was patented under United States Patent No. [].

WHEREAS, **Paper Quality Management Associates** (hereinafter "ASSIGNEE"), a sole proprietorship existing under the laws of the **Commonwealth of Massachusetts**, and having a usual place of business at **91 Depot Road, Westford, Massachusetts 01886** desires to acquire an interest therein in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, the entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said invention as described in said application, together with the entire right, title and interest in and to said application and such Letters Patent as may issue on said invention; said invention, application and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge that this assignment, being of the entire right, title and interest in and to said invention, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all such Letters Patent to ASSIGNEE for its own name as assignee of the entire right, title and interest therein;

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges, including the

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execution of applications for patents in foreign countries, and the execution of any future applications including substitution, reissue, divisional or continuation applications, and preliminary or other statements and the giving of testimony in any interference or other proceeding in which said invention or any application or patent directed thereto may be involved;

AND, we do hereby authorize and request each Patent Office and the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said invention to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals the date set forth below.

Inventor's Signature:

John E. Poniatowski
John E. Poniatowski

State/Commonwealth

of MASSACHUSETTS

County of MIDDLESEX

Then personally appeared before me the above-named **John E. Poniatowski** and acknowledged that he/she executed the foregoing instrument as his/her free act and deed this 20th day of JULY, 2004.

(SEAL)

Christine A. Budd Notary Public

CHRISTINE A. BUDD (print name)

My Commission expires 05/13/2005

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Inventor's Signature: _____

John W. Walkinshaw

State/Commonwealth

of _____

County of _____

Then personally appeared before me the above-named **John W. Walkinshaw** and acknowledged that he/she executed the foregoing instrument as his/her free act and deed this _____ day of _____, 20_____.

(SEAL)

_____ Notary Public

_____ (print name)

My Commission expires ____/____/____

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Joint

ASSIGNMENT

WHEREAS, we, **John E. Poniatowski and John W. Walkinshaw**, have invented a certain improvement in **Variable Inductor** described in an application for Patent,

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- is about to be filed in the United States Patent Office as a Provisional Application;
- the specification of which is United States Application No. **10/772,140** filed on February 4, 2004;
- the specification of which is a Patent Cooperation Treaty Application, International Application No. [], which designates the United States of America;
- which was patented under United States Patent No. [].

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NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, the entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said invention as described in said application, together with the entire right, title and interest in and to said application and such Letters Patent as may issue on said invention; said invention, application and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge that this assignment, being of the entire right, title and interest in and to said invention, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all such Letters Patent to ASSIGNEE for its own name as assignee of the entire right, title and interest therein;

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges, including the

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execution of applications for patents in foreign countries, and the execution of any future applications including substitution, reissue, divisional or continuation applications, and preliminary or other statements and the giving of testimony in any interference or other proceeding in which said invention or any application or patent directed thereto may be involved;

AND, we do hereby authorize and request each Patent Office and the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said invention to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals the date set forth below.

Inventor's Signature: _____
John E. Poniatowski

State/Commonwealth _____
of _____
County of _____

Then personally appeared before me the above-named **John E. Poniatowski** and acknowledged that he/she executed the foregoing instrument as his/her free act and deed this _____ day of _____, 20____.

(SEAL) _____ Notary Public

(print name)
My Commission expires ____/____/____

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Inventor's Signature: John Walkinshaw
John W. Walkinshaw

State/Commonwealth of MASSACHUSETTS
County of MIDDLESEX

Then personally appeared before me the above-named **John W. Walkinshaw** and acknowledged that he/she executed the foregoing instrument as his/her free act and deed this 2 day of MARCH, 2004.

(SEAL) Pamela Sarno Notary Public
PAMELA SARNO (print name)

My Commission expires

PAMELA SARNO
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 9, 2009