

02-04-2004



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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

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To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Alliance Automation Systems, Inc.

2.2.04

2. Name and address of receiving party(ies):

Name: Meikle NY, Inc.

Internal Address: _____

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

3. Nature of conveyance:

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

Street Address: 400 Trabold Road

City: Rochester State: NY ZIP: 14624

Execution Date: January 30, 2004

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

4. Application number(s) or patent numbers(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)

10/256,530

Filing Date:

September 27, 2002

6,490,905

2004 FEB -2 AM 8:34
OPR/FINANCEAdditional numbers attached? ☐ Yes ☒ No

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

Name: Michael L. Dunn

Internal Address: _____

02/03/2004 BYRNE 00000077 10256530

01 FC:8021

80.00 OP

Street Address: Simpson & Simpson, PLLC

5555 Main Street

City: Williamsville State: NY ZIP: 14221

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41): \$ 80.00

☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☐ Authorized to be charged to deposit account

8. Deposit account number:

50-0822

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

DO NOT USE THIS SPACE

9. 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.

Michael L. Dunn

Name of Person Signing

Signature

January 30, 2004

Date

Total number of pages including cover sheet, attachments, and document: 3

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

Mail Stop Assignment Recordation Services

Director of the United States Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450

PATENT
REEL: 014934 FRAME: 0386

AFFIDAVIT OF ASSIGNMENT

Michael L. Dunn, having an address at 2564 Beebe Rd., Wilson, NY 14172, being duly sworn, deposes and says:

That, based upon being intimately involved in transactions between, Alliance, Automation Systems, Inc. (Alliance), formerly known as AMBAC Automation Corporation (AMBAC), Meikle NY, Inc. (Meikle) and HSBC Bank, USA (HSBC) and based upon examination of documents, and based upon other information and belief:

a) Alliance entered into a loan agreement with HSBC under which HSBC took a security interest in all of the assets of Alliance .

b) Alliance defaulted on the loan agreement and as a result, HSBC, in its capacity of as the holder of the security interests in the assets of Alliance, by "Bill of Sale", assigned to Meikle all of HSBC's and Alliance's right title and interest in and to "Collateral" as described in the Bill of Sale. A copy of said Bill of Sale is attached as Exhibit A.

c) Included within the Collateral was all of Alliance's right title and interest in general intangibles including all of Alliance's right title and interest in inventions and to any patents and patent applications therefore. A copy of a letter from the president of Alliance, Stewart Rodman attesting to such foreclosure and sale is attached as Exhibit B and a copy of a letter from the attorney for HSBC Bank attesting to such foreclosure and sale is attached as Exhibit C.

d) That among such patents and patent applications and inventions were all of Alliance's rights in:

1) U.S. Patent Application Serial Number 10/256,530 filed September 27, 2002 for "Spin-Pull Module for Threaded Inserts".


2) U.S. Patent Application Serial Number 09/707,113 filed November 6, 2000 for "Spin-Pull Module for Threaded Inserts", now U.S. Patent 6,490,905 issued December 10, 2002.

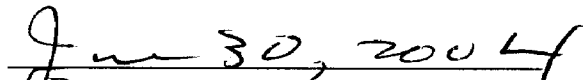
3) Canadian Patent Application Number 2,360,159, filed October 29, 2001, for "Spin-Pull Module for Threaded Inserts";

4) Mexican Patent Application Number PA/a/2001/011252 filed 11/6/2001, for "Spin-Pull Module for Threaded Inserts"; and

5) Inventions described in such patents and patent applications including rights to file additional patent applications thereon.

e) That a formal assignment of the patents and patent applications in 1) above, the patent application in 2) above along with foreign equivalents thereto and inventions described therein was executed by the inventors to Alliance prior to the above foreclosure and sale and such assignment was recorded on January 31, 2001 in the United States Patent and Trademark Office at reel 011505 frame 0920;


Michael L. Dunn


Date

County of Erie
State of New York

30th

On the ~~28~~th day of January 2004, before me appeared Michael L. Dunn, a person known to me, who subscribed and swore to this affidavit as his full and independent act and deed.

KAREN R. BRUNO
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 11/17/05

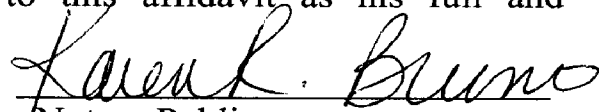

Notary Public
State of New York

EXHIBIT A

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That HSBC Bank USA (the "Seller"), in its capacity as the holder of certain security interests in the assets of Alliance Automation Systems, Inc., a Delaware corporation (the "Debtor") described in Exhibit 1 attached hereto, including the Assigned Contracts as described in such Exhibit (collectively, the "Collateral"), for and in consideration of the purchase price of \$1,450,000.00 paid to Seller as described below by Meikle NY Inc. (the "Buyer") at or before the ensealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, has bargained and sold and by this Bill of Sale does grant, convey and assign to Buyer, its successors and assigns, all of Seller's and Debtor's right, title and interest in and to the Collateral.

1. The above purchase price is paid \$1,152,887.25 in cash and by delivery of a Time Note of even date executed by Buyer and payable to the order of Seller in the principal amount of \$300,000 (the "Note") a copy of which is attached hereto as Exhibit 2. The purchase price is allocated among the Collateral as set forth in Exhibit 1.
2. This sale is made AS IS and WITH ALL FAULTS and WHERE IS and without any warranties of any kind except as are expressly contained herein. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Any warranties made by a manufacturer which by their terms would run to Buyer are not excluded by this Bill of Sale.
3. The Note is secured by a Continuing General Security Agreement executed by Buyer in favor of Seller, a copy of which is attached hereto as Exhibit 3.
4. The Seller represents and warrants to the Buyer that
 - (i) It has a perfected, first priority, security interest in the Collateral, to the extent set forth in clause (v) below;
 - (ii) Debtor is in default under its debt instruments and security agreements with Seller;
 - (iii) Seller remains unpaid on the indebtedness secured by the Collateral;

- (iv) Seller has been given peaceful possession of the Collateral pursuant to a Peaceful Possession Agreement executed by Debtor;
 - (v) The security interests of the Seller in the Collateral are perfected in accordance with the Uniform Commercial Code, and no person or entity has a security interest in said Collateral perfected under said statute that is entitled to equal or a greater priority under the Uniform Commercial Code, except as set forth in Exhibit 1.
 - (vi) Seller has the right to sell the Collateral and has taken all steps required by applicable law, contract or otherwise to sell the Collateral, pursuant to this Bill of Sale, including, without limitation, the delivery of adequate notice to all parties entitled thereto in accordance with applicable law.
5. Buyer will be responsible for the payment of any sales, use or other type of transfer tax or any other tax of a similar nature imposed on or as a result of the transfer of the Collateral herein being transferred. Buyer hereby agrees to indemnify and hold Seller harmless from any liability for any such sales, use or other type of transfer tax or other tax of a similar nature.
6. Buyer represents and warrants that
- (i) Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of New York;
 - (ii) Buyer and the officer(s) of the Buyer executing this Bill of Sale have all necessary corporate power to execute and deliver this Bill of Sale, the Note, the Security Agreement and any other documents incident hereto and thereto and to consummate the transactions provided for herein and therein; and the Buyer's execution and delivery of this Bill of Sale, the Note and the Security Agreement and the performance by the Buyer of all obligations by it to be performed hereunder and thereunder have been duly approved by all necessary action on its part, including authorization by Buyer's Board of Directors and its shareholders, if any; and
 - (iii) Buyer has performed all of the obligations on its part to have been performed under the Security Agreement.
7. This Bill of Sale may not be amended or changed except in a writing signed by both Buyer and Seller.

IN WITNESS WHEREOF, the parties have executed this Bill of Sale on the 31st day of December, 2002.

SELLER:

HSBC BANK USA

By:

Name:

Title:

[Signature]
Vincent S. Harper
Folk Vice President

BUYER:

MEIKLE NY INC.

By:

Name:

Title:

[Signature]
Robert Meier
Secretary / Treasurer

STATE OF NEW YORK)
COUNTY OF MONROE) SS.

On the 31st day of December in the year 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Vincent S. Harper personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public

STATE OF NEW YORK)
COUNTY OF MONROE) SS.

On the 31st day of December in the year 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Meier personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public

CLAY C. ARNOLD
Notary Public, State of New York
Qualified in Monroe County
Commission Expires July 28, 2005

CLAY C. ARNOLD
Notary Public, State of New York
Qualified in Monroe County
Commission Expires July 28, 2005