



05-05-2004



B/O FORM PTO-1595 (1/31/92)

U.S. Department of Commerce  
Patent and Trademark Office102738077  
PATENTS ONLY

4.30.04

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

## 1. Name of Conveying Party:

Diversified Business Credit, Inc.

## 2. Name and Address of Receiving Party(ies):

Name: TACNA International Corporation

Street Address: 9850 Via de la Amistad

City, State, Zip: San Diego, California 92154

☐ Additional names of conveying parties attached.

## 3. Nature of Conveyance

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ Other: Bill of Sale☐ Additional name(s) and address(es) attached.

Execution Date: September 2, 2003

## 4. (A) Patent Application Number(s):

## 4. (B) Patent Number(s):

4,814,735

4,901,048

4,813,126

4,833,437

If this document is being filed together with a new application, the execution date of the application is:

☐ Additional Numbers Attached.

## 5. Name and Address of Party to whom Correspondence Concerning this Document Should be Mailed:

Name: Gary M. Nath

Address: NATH &amp; ASSOCIATES

1030 15<sup>th</sup> Street, N.W. - 6<sup>th</sup> Floor  
Washington, D.C. 20005

## 6. Total Number of Applications and Patents Involved:

4

## 7. Total Fee:

(37 CFR 3.41)

\$ 160.00

☒ Enclosed.☐ Authorized to be charged to deposit account.

## 8. Deposit Account Number:

14-0112

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 is true and correct and any attached copy is a true copy of the original document.**

Name of Person Signing

Gary M. Nath, Reg. No. 26,965

Marvin C. Berkowitz, Reg. No. 47,421

Customer No. 20,529

April 30, 2004  
Date

Attorney Docket No.: 90234

Total number of pages comprising cover sheet: 1

05/04/2004

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TACNA International Corporation  
9850 Via de la Amistad  
San Diego, California 92154

August 29, 2003

Mr. Mark Schwieters  
Vice President  
Diversified Business Credit, Inc.  
Suite 450  
651 Nicollet Mall  
Minneapolis, Minnesota 55402

Dear Mark:


This letter confirms in writing our agreement for TACNA International Corporation ("TACNA") to purchase and Diversified Business Credit, Inc. ("Diversified") to sell the personal property described in the attached Bill of Sale. The closing of the sale shall be as soon as possible but no later than September 5, 2003. On the closing date, Diversified shall execute and deliver to TACNA the attached Bill of Sale and Mutual Settlement Agreement and TACNA shall wire transfer good funds to Diversified and execute and deliver to Diversified the attached Mutual Settlement Agreement. In the event this purchase/sale does not close on September 5, 2003, the party not in breach may, at its option, terminate this letter agreement or exercise its legal and/or equitable remedies against the breaching party.

Please execute a copy of this letter and return it to me. This letter is intended to be our binding contract.

This letter may be executed in counterparts, each of which will be considered an original but all of which together shall constitute one binding agreement.

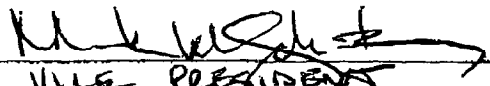
Very truly yours,

TACNA International Corporation

By:   
Its: PRESIDENT

Agreed and accepted:

Diversified Business Credit, Inc.

By:   
Its: VICE PRESIDENT

2849512

PATENT  
REEL: 015279 FRAME: 0352

## BILL OF SALE

In consideration of the sum of Two Hundred Thirty Thousand and no/100 Dollars (\$230,000), receipt of which is hereby acknowledged, Diversified Business Credit, Inc. ("Seller") does hereby sell and transfer to TACNA International Corporation of 9850 Via del la Amistad, San Diego, California 92154 ("Buyer"), the personal property described in the attached Schedules 1 through 6 (the "Personal Property").

The Personal Property is in a used condition, having been repossessed by the Seller from Schott Corporation ("Debtor") in the exercise of its rights under a security agreement. The Seller is neither a manufacturer nor distributor of, nor dealer or merchant in, the Personal Property. The Seller is hereby selling the Personal Property to the Buyer in a private sale pursuant to the Uniform Commercial Code.

THE SELLER MAKES NO WARRANTY OF TITLE OR THAT THE PERSONAL PROPERTY IS FREE OF LIENS OR CLAIMS IN FAVOR OF OTHERS, PROVIDED, HOWEVER, THE SELLER REPRESENTS THAT IT HAS A FIRST PRIORITY SECURITY INTEREST IN THE PERSONAL PROPERTY LISTED IN SCHEDULES 1, 3, 4, 5 AND 6. THE SELLER MAKES NO WARRANTY OF MERCHANTABILITY IN RESPECT TO THE PERSONAL PROPERTY, WHICH PROPERTY IS SOLD IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. BY ACCEPTANCE OF DELIVERY OF THE PERSONAL PROPERTY, THE BUYER AFFIRMS THAT IT HAS NOT RELIED ON THE SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH THE PERSONAL PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT THE SELLER MAKES NO WARRANTY THAT THE PERSONAL PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, THAT EXTEND BEYOND THE DESCRIPTION OF THE PERSONAL PROPERTY ABOVE SET FORTH. NOTWITHSTANDING ANY OF THE FOREGOING, THE SELLER CANNOT CONFIRM THE EXISTENCE, LOCATION OR OWNERSHIP OF THE PERSONAL PROPERTY LISTED IN SCHEDULE 2; ACCORDINGLY, THE SELLER IS TRANSFERRING TO THE BUYER ANY RIGHTS DEBTOR MAY HAVE IN THE PERSONAL PROPERTY LISTED IN SCHEDULE 2 AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WHATSOEVER WITH RESPECT TO THE PERSONAL PROPERTY LISTED IN SCHEDULE 2.

With respect to the Personal Property located in Canby, Minnesota, the Personal Property is hereby delivered to the Buyer in Canby, Minnesota. The Buyer shall be responsible for transporting such Personal Property from Canby, Minnesota and the Seller will provide reasonable access to the Buyer to the Canby, Minnesota location for this purpose. The Buyer shall remove such Personal Property from the Canby, Minnesota location within a reasonable period of time but no later than twenty (20) days after the date of this Bill of Sale. Any Personal Property located in Canby, Minnesota which is not removed prior to the expiration of twenty (20) days from the date of this Bill of Sale shall be deemed abandoned and title to such abandoned Personal Property shall vest in the Seller.

The Seller will endeavor to assist the Buyer, at Buyer's expense, to obtain possession and control of the Personal Property listed in Schedule 2. The Seller agrees to provide reasonable cooperation to Buyer and to sign, at the Buyer's expense, any reasonable supplementary agreements necessary to implement the provisions of this Bill of Sale and use reasonable commercial efforts to cause Debtor to execute, at the Buyer's expense, reasonable supplementary agreements necessary to implement the provisions of this Bill of Sale. For the purposes of this Bill of Sale, Seller will not charge Buyer for the time of its employees and will not incur out-of-pocket expenses chargeable to Buyer without the prior written consent of Buyer.

This is a final and exclusive expression of the agreement of the Seller and the Buyer and no course of dealing or usage of trade or course of performance shall be relevant to explain or supplement any term expressed in this agreement.

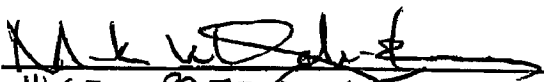
By acceptance of delivery of the Personal Property, the Buyer acknowledges that the Buyer has either examined the Personal Property as fully as desired, or has been given the opportunity for such examination and has refused to make such examination.

As further consideration for this purchase and sale, the Seller and the Buyer are executing a Mutual Settlement Agreement in the form attached hereto as Schedule 7 contemporaneously with this Bill of Sale.

IN WITNESS WHEREOF, Diversified Business Credit, Inc. has executed this instrument this 2<sup>nd</sup> day of September, 2003.

DIVERSIFIED BUSINESS CREDIT, INC.

Suite 450  
651 Nicollet Mall  
Minneapolis, Minnesota 55402

By:   
Its: VICE PRESIDENT

**SCHEDULE 1**

1. Eagle tool HWT winder - asset tag 4193
2. Blue M annealing oven - asset tag 3181
3. Deimco Inc. Epoxy painter - asset tag 3180
4. Blue M epoxy cure oven - asset tag 3597
5. Prototype HWT winder self constructed - no asset tag number

## **SCHEDULE 2**

### **Mexico**

1. All tangible and intangible assets located in Mexico.
2. Stock of Schott S. de R. L.

### **List of intangibles**

3. All HWT Patent rights and related proprietary information for at least Patent #s 4833437, 4814735, 4901048, 4813126
4. Design information file server, design rights, history files and print specifications and bills of materials
5. Rights to purchase material from any Schott customer tooled material tool/NDAs
6. All rights to Schott trade name, logos, telephone numbers
7. Schott Corporation website
8. Any parts under development with no formal documents – Wayzata
9. Customer lists, and related authorizations
10. Vendor lists including material price history – US and China
11. M2k rights and related data rights

### SCHEDULE 3

#### Inventory Located at Canby, Minnesota

SM bobbins	<u>Qty</u>
37205GW	2500
31469J,6	2500
36721	2500
32630	2500
36643	2500
32486	2500

TH bobbins	
33841 -6pin	2500
31488-8 pin	2500
32178	2500
25833	2500
11769	2500
33863or25834	2500
11659,6	2500
11710	2500
12942	2500
22234	2500
11598,6	2500

#### U/G

##### Lo Perm

#### Core

37519	2500
31821	2500
31281	2500
29265	2500
30943&12891	2500
12908	2500
11582	2500
12928	2500

##### HI Perm

#### Core

31031&25422	2500
31031&25422	2500
29013 or 37612	2500
33840	2500
29034	2500
30943	2500

#### Clips

26876	2500
33920	2500
35180	2500
31056	2500
32735	2500

284709.4

36111

2500

284709.4

PATENT  
REEL: 015279 FRAME: 0358



## SCHEDULE 4

### Inventory Located in Canby, Minnesota

#### Tape

15495/.093	6
15495/.093	6
24470/.141	6
34854/.325	6
38047/.325	6
15504/.406	6
0.165	6
15500/.250	6
0.22	6
15502/.312	6

#### Packaging

32074	50
31836	50
33958	50
31836	50
33756	50
31851	50
33757	50
32769	50
29935	50
32478	50
34349	50

#### Labels

37305	10000
31851	10000
35631	10000

## SCHEDULE 5

### Equipment Location In Canby, Minnesota

Lab. Equipment	Quantity	Asset tag #/ #'s
Minnesota production facility and property		
HWT winder	1	4193
Blue M anneal oven	1	3181
Deimco Inc epoxy painter	1	3180
Blue M epoxy oven	1	3597
HWT tabbing equipment, fixtures and dies	1	n/a
Tanac AX3	1	3877
Gorman Simplex winders	3	1910, 2168, 2394
Small table top solder pots	4	n/a
Homemade dispensers	4	n/a
HP Oscillator	1	3115
Voltmeter	1	2203
Wayne Kerr 3240	1	2437
Batch Oven	1	n/a
Label Maker EPC	1	n/a
Conveyor oven	1	n/a
Tanac Ax1404 w/tensions	2	4345, 4408
Pillarhouse Cadet/ w/tooling	1	3499
Microscope	1	n/a
Voltech w/tooling	1	4554
Misc. Tooling/Equipment	1	n/a
Hypot machine	1	2205
Computer/monitor	3	n/a
Tables/chairs	7	n/a
HP4194a/needs \$1k repair	1	4480
Office desks w/office chairs	2	n/a
Fax machine	1	n/a
Visitor chairs	4	n/a
UPS scale/system	1	n/a
Cubicle walls	4	n/a
Work carts	2	n/a
Printer	2	n/a
<u>Misc. Tooling/Equipment</u>		n/a
Microscale		n/a
Hot plate		n/a
Coplanarity stone		n/a
Tape dispensers-Hand		n/a
Misc. hand tools		n/a
Work light, 2 ea		n/a
Work vise 2 ea		n/a
4 sets of work shelves		n/a

**SCHEDULE 6****Equipment Located in Canby, Minnesota**

Priority	Lab. Equipment needed	Quantity	
QTY	DESCRIPTION	MANUFACTURER	Asset tag #/ #'s
1	HP4194 ANALYZER	HEWLETT PACKARD	1455
1	3265A BIAS UNIT	WAYNE KERR	4030
1	PMA 3260A MAGNETIC ANALYZER	WAYNE KERR	
2	DIGITAL OHMETER 4100 SERIES	VALHALLA SCIENTIFIC	4607 &?
2	BOS-04	NITTOKU ENGINEERING	5260, 5626
2	AC/DC HYPOT TESTER 3570D	ASSOCIATED RESEARCH, INC.	
2	TOROIDAL TURNS ANALYZER	INTERNATIONAL ELECTRO-MAGNETICS INC.	n/a
1	DUAL CHANNEL ANALOG INPUT-OUTPUT AUDIO ANALYZER (AUDIO PRECISION SYSTEM TWO, MODEL SYS-2022A)	AUDIO PRECISION	4481
1	Core Grinder	Dakota Automation	6050
1	HELICOIDAL WINDING MACHINE Proto machine	Self Constructed	3179

**SCHEDULE 7****Mutual Settlement Agreement**

TACNA International Corporation (the "Buyer") and Diversified Business Credit, Inc. (the "Seller"), for itself, and as secured party having a first priority security interest in any accounts or rights of payment of Schott Corporation (the "Debtor") hereby agree that the payment of \$230,000 and the Bill of Sale of even date herewith are in full settlement of any claims which the Buyer may have against the Seller or the Debtor and any claims which the Seller, for itself or on behalf of the Debtor, may have against the Buyer, in all cases up to the date of this Mutual Settlement Agreement.

This Mutual Settlement Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

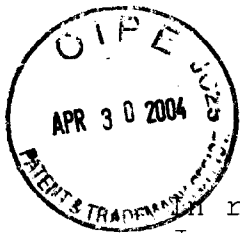
IN WITNESS WHEREOF, Buyer and Seller have executed this Mutual Settlement Agreement as of August 29 2003.

TACNA International Corporation

By: [Signature]  
Its: PRESIDENT

Diversified Business Credit, Inc.

By: [Signature]  
Its: VICE PRESIDENT



**MAIL STOP ASSIGNMENT**

Attorney Docket No.: 90234

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

re Patents of:

James A. WILLIAMSON

Serial No.: 06/742,589                      Filed: June 10, 1985  
Patent No.: 4,814,735                      Issued: March 21, 1989  
Title: **MAGNETIC CORE MULTIPLE TAP OR WINDINGS DEVICES**

Serial No.: 07/323,674                      Filed: March 15, 1989  
Patent No.: 4,901,048                      Issued: February 13, 1990  
Title: **MAGNETIC CORE MULTIPLE TAP OR WINDINGS DEVICES**

Serial No.: 07/080,743                      Filed: July 31, 1987  
Patent No.: 4,813,126                      Issued: March 21, 1989  
Title: **APPARATUS AND METHOD FOR FABRICATING MAGNETIC DEVICES**

Serial No.: 07/169,738                      Filed: March 18, 1988  
Patent No.: 4,833,437                      Issued: May 23, 1989  
Title: **MAGNETIC CORE INDUCTOR**

**TRANSMITTAL LETTER**

Commissioner for Patents  
Alexandria, Virginia 22313-1450


Sir:

Submitted herewith for filing in the U.S. Patent and Trademark Office is the following:

- (1) Transmittal Letter
- (2) Recordation Cover Sheet (Form PTO-1595)
- (3) Copy of Bill of Sale from Diversified Business Credit, Inc. to TACNA International Corporation
- (4) Check No. 20916 \$160.00 for Recordation fee for four (4) separate patents

Respectfully submitted,  
**NATH & ASSOCIATES PLLC**

By:

  
Gary M. Nath  
Registration No. 26,965  
Marvin C. Berkowitz  
Registration No. 47,421  
Customer No. 20529

Date: April 30, 2004  
**NATH & ASSOCIATES PLLC**  
1030 15<sup>th</sup> Street N.W., 6<sup>th</sup> Floor  
Washington, D.C. 20005  
(202)-775-8383  
(202)-775-8396 fax

GMN/MCB/lis:assignment.TRANS

**RECORDED: 04/30/2004**

**PATENT**  
**REEL: 015279 FRAME: 0363**