



08-04-2004

RECO

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7-29-04
The Honorable Commissioner of Patents and Trademarks.
Please record the attached original document or copy thereof.

1. Name of conveying party(ies):
Ernest R. Dallman

2. Name and Address of receiving party(ies):
Dallman Industries LLC.

Internal Address: _____

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

Street Address: 1660 N.W. Professional
Plaza, Suite C
Columbus, OH 43220

3. Nature of conveyance:

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

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

Execution Date: June 8, 2004

4. Application number(s) or patent number(s) 5,673,815, 5,299,511, 4,681,044, Des. 446, 377, Des. 400,684,
Des. 388,228, Des. 388,227, Des. 386,881, Des. 383,500, Des. 382,908,
Des. 382,907, Des. 382,596, Des. 375,606, Des. 361,192

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

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Belinda L. Reynolds, Legal Assistant

Internal Address: _____

Porter, Wright, Morris & Arthur LLP

Street Address: 41 South High Street

City: Columbus State: OH ZIP: 43215

6. Total number of applications and patents
involved: 14

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

☐ Enclosed

☒ Authorized to be charged to deposit account

8. Deposit account number: 16-2326

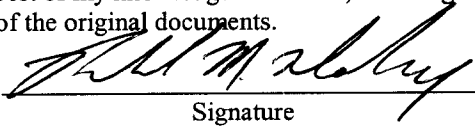
(Attach duplicate copy of this page if paying
by deposit account)

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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 documents.

Richard M. Mescher

Name of Person Signing


Signature

July 27, 2004

Date

Total number of pages comprising cover sheet: 1

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

08/03/2004 MGETACHE 00000212 162326 5673815
01 FC:8021 560.00 DA

Commissioner for Patents
P.O. Box 1450
Arlington, VA 22313-1450

PATENT
REEL: 015629 FRAME: 0165



BILL OF SALE, GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale, General Assignment and Assumption Agreement, is entered into by and among Dallman Industrial Corporation, an Indiana corporation ("Seller"), Ernest R. Dallman ("Shareholder"), and Dallman Industries, LLC, an Ohio limited liability company ("Buyer"), in accordance with that certain Asset Transfer Agreement dated as of June 8, 2004 (the "Purchase Agreement") by and among Seller, Shareholder and Buyer. Capitalized terms used herein without definition shall have the respective meaning set forth in the Purchase Agreement.

1. In consideration of the Purchase Price and the mutual agreements, covenants and undertakings contained in and subject to Section 5(b) of the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby sells, transfers, conveys, assigns and delivers to the Buyer, its successors and assigns, to have and to hold forever, all of the Acquired Assets, including the Intellectual Property, together with the goodwill of the business symbolized by the marks and registrations, described on Exhibit A attached hereto and incorporated herein.

2. The Seller hereby covenants and agrees that it will, at the request of the Buyer and without further consideration, execute and deliver, and will cause its shareholders, directors, officers and/or employees, as the case may be, to execute and deliver, such other instruments of sale, transfer, conveyance and assignment, and take such other action as may reasonably be necessary to more effectively sell, transfer, convey, assign and deliver to, and vest in, the Buyer, its successors and assigns, good, clear, record and marketable title to the Acquired Assets hereby sold, transferred, conveyed, assigned and delivered, or intended so to be, and to put the Buyer in actual possession and operating control thereof, to assist the Buyer in exercising all rights with respect thereto and to carry out the purpose and intent of the Purchase Agreement.

3. The Seller does hereby irrevocably constitute and appoint the Buyer, its successors and assigns, its true and lawful attorney, with full power of substitution, in its name or otherwise, and on behalf of the Seller, or for its own use, to claim, demand, collect and receive at any time and from time to time any and all assets, properties, claims, accounts and other rights, tangible or intangible, hereby sold, transferred, conveyed, assigned and delivered, or intended so to be, and to prosecute the same at law or in equity and, upon discharge thereof, to complete, execute and deliver any and all necessary instruments of satisfaction and release. The foregoing authority includes, but is not limited to, Buyer's right to receive and open U.S. Mail and other deliveries addressed to Seller and to deposit payments received after closing in an account for the benefit of Buyer.

4. After the date hereof, Buyer hereby undertakes, assumes, agrees to satisfy or perform when due the Assumed Liabilities as defined in the Purchase Agreement or otherwise described on Exhibit B.

This Bill of Sale, General Assignment and Assumption Agreement shall be governed by the laws of the State of Ohio, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

IN WITNESS WHEREOF, Seller, Shareholder and Buyer have executed this Bill of Sale,
General Assignment and Assumption Agreement as of this 8th day of June, 2004.

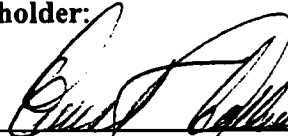
Seller:

Dallman Industrial Corporation

By: 

Ernest R. Dallman, Vice President

Shareholder:


Ernest R. Dallman

Buyer:

Dallman Industries, LLC

By: 

Printed: Bret Klisner

Title: Manager

By: Dallman Acquisition LLC, member

By: MITG Capital Acquisition LLC, manager

EXHIBIT A

INTELLECTUAL PROPERTY

Patents Owned by Seller and/or Ernest R. Dallman:

1. Patent No. D421,826, dated March 21, 2000 for Light Fixture for an ATM Kiosk or Surround.
2. Patent D423,181, dated April 18, 2000 for Automatic Teller Machine Surround.
3. Patent No. D375,606, dated November 12, 1996, for Automatic teller machine cabinet.
4. Patent No. 5673,815, dated October 7, 1997 for Material Dispenser.
5. Patent 6,000,806, dated December 14, 1999 for Lighting apparatus for ATM kiosk.
6. Patent D446,377, dated August 7, 2001 for ATM Surround.
7. Patent No. D388,227, dated December 23, 1997 for automatic teller machine cabinet
8. Patent No. D400,684, dated November 3, 1998 for Automatic teller machine cabinet.
9. Patent No. D386,881, dated November 25, 1997 for Automatic teller machine cabinet.
10. Patent No. D388,228, dated December 23, 1997 for automatic teller machine cabinet.
11. Patent No. 561,1288, dated March 18 1997 for Modular transport system for an automatic teller machine. *Note that Maintenance fees of \$1,045 are currently due with respect to this patent.*
12. Patent No. D383,500, dated 9/9/1997 for Design for a display apparatus.
13. Patent No. D382,907, dated August 26, 1997 for Display apparatus.
14. Patent No. D382,908, dated August 26, 1997 for Display apparatus.
15. Patent No. D382,596, dated 8/19/1997 for Display apparatus.
16. Patent No. 5,440,999, dated August 15, 1995 for Modular transport system for an automatic teller machine.
17. Patent No. 4,681,044, dated July 21, 1987 for Access door system;
18. Patent No. 5,217,088, dated June 8, 1993 for Satellite Banking Unit for Drive-Through Bank.
19. Patent No. 5,299,511, dated April 5, 1994 for Bellcrank assembly for moving an ATM module.

20. Patent No. D361,192, dated August 8, 1995 for Automatic Teller Machine Cabinet.

21. Patent No. 5,794,547, dated August 18, 1998 for Modular transport system for an automatic teller machine

Trademark Registration:

1. Trademark (Guardian Light Fixture), issued 1/25/2000.
2. Seller uses the tradenames "Dallman Industrial Corporation", "Dallman Industrial Corp.", "Dallman Construction Co.", "Dallman Construction Company", "Dallman Construction Inc. Target Builders", "Target Builders, Inc., Dallman Construction", "Callman Construction". However, Seller has not registered these tradenames and makes no representations with respect to these tradenames.

Copyright Registration:

3. An application for a copyright for ATM Software was filed January 27, 2004 and is still pending.

Licenses:

4. Seller licenses various trademarks and other Intellectual Property from Rhino Linings USA pursuant to a Rhino Linings USA, Inc. Vendor/Purchaser Agreement for Dallman Industrial Corporation, dated September 25, 2001.
5. Seller licenses all third party Intellectual Property incorporated into the services provided under the Services Agreement, dated September 5, 2003, between Bank One and Dallman Industrial Corporation to Bank One.