

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
E&W Enterprises of Powell, Inc. (a.k.a. Muncy Corporation)	06/30/2005
RECEIVING PARTY DATA	
Name:	JM Consolidated Industries, LLC
Street Address:	1604 Mahr Avenue
City:	Lawrenceburg
State/Country:	TENNESSEE
Postal Code:	38464
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6425207
CORRESPONDENCE DATA	
Fax Number:	(202)467-8900
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-467-8810
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Correspondent Name:	Cory M. Amron, Esquire
Address Line 1:	1828 L Street, NW
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Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036
NAME OF SUBMITTER:	Cory M. Amron
Total Attachments: 3 source=JMAC MUNCY#page1.tif source=JMAC MUNCY#page2.tif source=JMAC MUNCY#page3.tif	

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ASSIGNMENT OF PATENTS

ASSIGNMENT OF PATENTS made as of the 30th day of June, 2005, by E&W Enterprises of Powell, Inc. (also known as "Muncy Corporation"), an Ohio corporation with its principal place of business at 2601 Enon Road, Enon, OH 45323 ("Assignor"), to JM Consolidated Industries, LLC, a Delaware limited liability company with its principal place of business at 1604 Mahr Avenue, Lawrenceburg, TN 38464 ("Assignee").

RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of June 30, 2005 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the patents of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order more effectively to assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign patents and patent applications, including without limitation, the patents and patent applications listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Patents").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Patents, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Patent, whether arising prior to or subsequent to the date of this Assignment of Patents, and any and all reissues, renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Patents not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Patents shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Patents as of the date first above written.

E&W ENTERPRISES OF POWELL, INC.
(also known as "Muncy Corporation"), an
Ohio corporation

By: Wayne Brumfield
Print Name: WAYNE BRUMFIELD
Title: PRESIDENT

STATE OF OHIO)
) ss.:
COUNTY OF FRANKLIN)

On this 30th day of June, 2005, before me, Russell R. Rosler, personally appeared Wayne Brumfield, President of E&W Enterprises of Powell, Inc. (also known as "Muncy Corporation"), an Ohio corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Russell R. Rosler
Notary Public



RUSSELL R. ROSLER, Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
My Commission Has No Expiration Date
Section 147.03 R.C.

SCHEDULE A

Registered Patents

Patent No. 6,425,207, issued July 30, 2002 (Window Regulator with Window Panel Clamp Unit)

Pending Patent Applications