

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Megamet Industries, Inc.	05/08/2002
Megamet, LLC	05/08/2002
Innovation Tool, LLC	05/08/2002
Mr. Gregory M. Brasel	05/08/2002
Susan Brasel	05/08/2002

RECEIVING PARTY DATA

Name:	Megamet Solid Metals, Inc.
Street Address:	4073 Wedgeway Court
City:	Earth City
State/Country:	MISSOURI
Postal Code:	63045

PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	5033939
Patent Number:	5059387
Patent Number:	5248457

CORRESPONDENCE DATA

Fax Number: (314)612-7606

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3144447600

Email: kdorsey@lewisrice.com

Correspondent Name: Kirk A. Damman

Address Line 1: 500 North Broadway, Suite 2000

Address Line 2: Box IP Department

Address Line 4: St. Louis, MISSOURI 63102

PATENT

REEL: 016427 FRAME: 0870

500046369

OP \$120.00 5033939

NAME OF SUBMITTER:

Kirk A. Damman

Total Attachments: 6

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PATENT ASSIGNMENT

This Patent Assignment ("Assignment") is made this 8th day of May, 2002, by and among Megamet Industries, Inc., a Missouri corporation, Megamet, LLC, a Missouri limited liability company, Innovation Tool, LLC, a Missouri limited liability company, Gregory M. Brasel and Susan Brasel (collectively "Assignors"), and Megamet Solid Metals, Inc., a Missouri corporation ("Assignee").

RECITALS

A. Assignee and Assignors are parties to an Asset Purchase and Sale Agreement dated as of May 8, 2002 (the "Purchase Agreement").

B. One or more Assignors is the owner of those patents, inventions and improvements detailed on Exhibit A (the "Patents").

C. Pursuant to the terms of the Purchase Agreement, Assignors wish to assign the Patents to Assignee on the terms set forth herein.

AGREEMENT

In consideration of the foregoing, the mutual covenants herein contained and other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties by their execution hereof), the parties agree as follows.

1. Assignment of Patents and Related Rights. Assignors hereby grant, assign and convey to Assignee the entire right, title and interest of Assignor in and to the Patents and to the inventions and improvements described and claimed therein, together with: (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (ii) all income, royalties, damages and payments now and hereinafter due and payable or payable under and with respect thereto, including damages and payments for past or future infringements thereof; (iii) the right to sue for past, present and future infringements thereof; and (iv) all rights, title and interests corresponding thereto throughout the world.

2. Representations and Warranties. Assignors represent and warrant to Assignee as follows.

2.1. The Patents constitute all of the patents and patent applications now owned by Assignors.

2.2. The Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part.

2.3. One or more Assignors is the sole and exclusive owner of the entire right, title and interest in and to the Patents, free and clear of any liens.

2.4. Assignors will retain no rights in the Patents subsequent to the date of this

Assignment.

3. **Amendment and Modification.** No amendment, modification, supplement, termination, consent or waiver of any provision of this Assignment, nor consent to any departure here from, will in any event be effective unless the same is in writing and is signed by the party against whom enforcement of the same is sought. Any waiver of any provision of this Assignment and any consent to any departure from the terms of any provision of this Assignment is to be effective only in the specific instance and for the specific purpose for which given.

4. **Captions.** Captions contained in this Assignment have been inserted herein only as a matter of convenience and in no way define, limit, extend or describe the scope of this Assignment or the intent of any provision hereof.

5. **Exhibits.** All of the Exhibits attached to this Assignment are deemed incorporated herein by reference.

6. **Further Assurances.** The parties will execute and deliver such further documents and do such further acts and things as may be required to carry out the intent and purpose of this Assignment.

7. **Governing Law.** This Assignment and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Missouri applicable to contracts made and to be performed wholly within Missouri, without regard to choice or conflict of laws rules.

8. **Successors and Assigns.** All provisions of this Assignment are binding upon, inure to the benefit of and are enforceable by or against the parties and their respective heirs, executors, administrators or other legal representatives and permitted successors and assigns.

9. **Third-Party Beneficiary.** This Assignment is solely for the benefit of the parties and their respective successors and permitted assigns, and no other person has any right, benefit, priority or interest under or because of the existence of this Assignment.

MEGAMET INDUSTRIES, INC.

By: Gregory M. Brasel
Print Name: Gregory M. Brasel
Its: President

INNOVATION TOOL, LLC

By: Gregory M. Brasel
Print Name: Gregory M. Brasel
Its: OWNER

Gregory M. Brasel
Gregory M. Brasel

MEGAMET, LLC

By: Gregory M. Brasel
Print Name: Gregory M. Brasel
Title: CEO

MEGAMET SOLID METALS, INC.

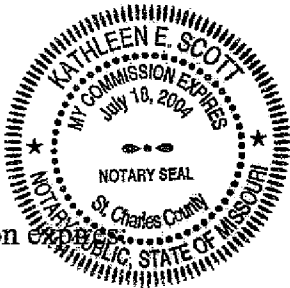
By: Gregory A. Klumb
Print Name: Gregory A. Klumb
Title: President

Susan J. Brasel
Susan Brasel

STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

On this 8th day of May, 2002, before me personally appeared Gregory M. Brasel, personally known who, being by me duly sworn, did say that ~~he~~ is the President of Megamet Industries, Inc., a Missouri corporation and that the foregoing instrument was signed on behalf of such corporation by authority of its Board of Directors; and such Gregory M. Brasel acknowledged the foregoing instrument to be the free act and deed of such corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year above written.



Kathleen E. Scott
Notary Public

My commission expires

STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

On this 8th day of May, 2002, before me personally appeared Gregory M. Brasel, personally known who, being by me duly sworn, did say that ~~he~~ is the President/CEO of Megamet, LLC, a Missouri corporation and that the foregoing instrument was signed on behalf of such limited liability company by authority of its members and/or managers; and such Gregory M. Brasel acknowledged the foregoing instrument to be the free act and deed of such limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year above written.



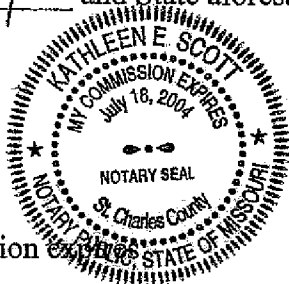
My commission expires

Kathleen E. Scott
Notary Public

STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

On this 8th day of May, 2002, before me personally appeared Gregory A. Klumb, personally known who, being by me duly sworn, did say that s/he is the President of Megamet Solid Metals, Inc., a Missouri corporation and that the foregoing instrument was signed on behalf of such corporation by authority of its Board of Directors; and such Gregory A. Klumb acknowledged the foregoing instrument to be the free act and deed of such corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year above written.



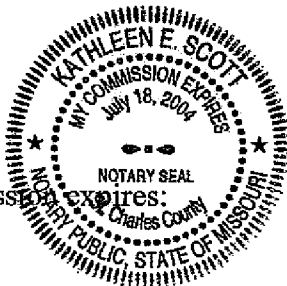
Kathleen E. Scott
Notary Public

My commission expires:

STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

On this 8th day of May, 2002, before me personally appeared Gregory M. Brasel, personally known who, being by me duly sworn, did say that s/he is the President of Innovation Tool, LLC, a Missouri corporation and that the foregoing instrument was signed on behalf of such limited liability company by authority of its members and/or managers; and such Gregory M. Brasel acknowledged the foregoing instrument to be the free act and deed of such limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year above written.



Kathleen E. Scott
Notary Public

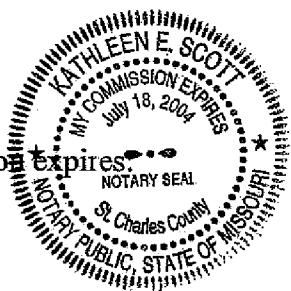
My commission expires:

STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

On this 8th day of May, 2002, before me personally appeared Gregory M. and Susan Brasel, personally known who, being by me duly sworn, did say that they signed the foregoing instrument as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year above written.

My commission expires.



Kathleen E. Scott
Notary Public

**EXHIBIT A
TO
PATENT ASSIGNMENT**

PATENTS

Patent Date	Patent Number	Patent Description
July 23, 1991	5033939	Method of forming shaped components from mixtures of thermosetting binders and powders having a desired chemistry
October 22, 1991	5059387	Method of forming shaped components from mixtures of thermosetting binders and powders having a desired chemistry
September 28, 1993	5248457	Method for producing intricately shaped particulate bearing precursor components with controlled porosity and density