

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BLT Industries, Inc., fka The Defiance Stamping Company	07/20/2005
RECEIVING PARTY DATA	
Name:	The Defiance Stamping Co.
Street Address:	530 South Lake Avenue
Internal Address:	Suite 423
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5735655
CORRESPONDENCE DATA	
Fax Number:	(213)683-6669
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(213) 683 6630
Email:	rvanderschyff@pmcos.com
Correspondent Name:	Rhodah Van Der Schyff - Parker, Milliken
Address Line 1:	333 South Hope Street
Address Line 2:	27th Floor
Address Line 4:	Los Angeles, CALIFORNIA 90071
NAME OF SUBMITTER:	Rhodah Van Der Schyff

Total Attachments: 5
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CH \$40.00 5735655

PATENT ASSIGNMENT AGREEMENT

THIS AGREEMENT is made this 20 day of ^{July} ~~May~~, 2005 by and between BLT Industries, Inc., an Ohio corporation formerly known as The Defiance Stamping Company ("Assignor"), and The Defiance Stamping Co., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of February 17, 2005, pursuant to which Assignor agreed to assign to Assignee its title, rights and interest in and to the patent described in Schedule 1;

WHEREAS, the transactions contemplated by such Asset Purchase Agreement were consummated as of April 18, 2005; and

WHEREAS, Assignor and Assignee wish to document by formal assignment to Assignee of Assignor's title, interest and rights in and to the patent described in Schedule 1.

Assignor and Assignee therefore agree as follows.

1. "Assigned Patent" shall mean the issued United States patent listed on Schedule 1, including, but not limited to, (i) all know-how, trade secrets, discoveries, concepts, ideas, technologies, whether patentable or not, including processes, methods, formulas and techniques related to the foregoing, any and all written, unpatented technical or scientific information developed or acquired by Assignor, including laboratory and clinical notebooks, research data, research memoranda, computer software (including source code), computer records, scientist's notes, consultant reports, research reports from third parties, abandoned patent applications, invention disclosures, patentability reports and searches, patent and literature references, and the like developed or acquired before the date hereof related to such patent and related patent applications; (ii) any and all copyrights, copyright registrations and copyrightable subject matter owned or controlled by Assignor related to such patent and related patent applications; and (iii) any trademarks related to such patent or related patent applications.

2. For good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all of the right, title and interest in (i) the inventions disclosed in the patent listed on Schedule 1, (ii) the Assigned Patent, (iii) any U.S. or foreign Letters Patent which may issue from any inventions disclosed in the patent listed on Schedule 1, and (iv) all divisions, continuations, reissues, re-examinations and extensions of the patent listed on Schedule 1. Assignor further acknowledges that included in this assignment is the right to bring suit to enforce the Assigned Patent against activities which occurred before the date of this Agreement.

3. Assignor agrees to execute upon the request of Assignee, any assignment paper or other document reasonably necessary to evidence the assignment of the rights

hereunder to Assignee, and agrees to cooperate with Assignee in all other matters relating to the assignment of these rights to Assignee.

4. The parties agree that there shall be no restrictions with respect to the assignment granted hereunder. In this regard, the parties agree that Assignee shall have the right to pledge the Assigned Patent and any and all intellectual property rights related thereto to secure any obligations of Assignee.

5. This Agreement shall remain in effect for the lifetime of the Assigned Patents, unless sooner terminated upon the mutual agreement of Assignor and Assignee.

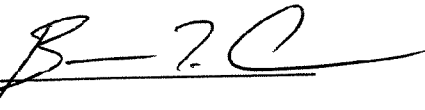
6. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

7. This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio, excluding any choice of law rules which direct the application of the laws of another jurisdiction.

8. This Agreement, together with the Asset Purchase Agreement, constitutes the sole understanding of the parties with respect to the transactions provided herein and supersedes and merges herein any previous agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, this Agreement was executed by Assignor and Assignee on the day and year first above written.

BLT Industries, Inc., formerly known as
The Defiance Stamping Company

By: 

Name: Brian Callan
Title: Vice President

The Defiance Stamping Co.

By: 

Name: Yosuf M. Tyebkhan
Title: PRESIDENT

174621

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PATENT
REEL: 016427 FRAME: 0907

SCHEDULE 1

United States Patent Number 5,735,655: which invention relates to an apparatus for locking a nut assembly on an externally threaded spindle of a vehicle axle.

STATE OF OHIO)
COUNTY OF Defiance) ss.

Before me, a notary public (or justice of the peace, etc.) in and for said county, personally appeared YOSUFI M. TYEBKHAN known to me to be the person who, as President of The Defiance Stamping Co., the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that he did so sign said instrument in the name and upon behalf of said corporation as such officer; that the same is his free act and deed as such officer and the free and corporate act and deed of said corporation and that he was duly authorized thereunto by its board of directors.

In testimony whereof, I have hereunto subscribed my name, and affixed my official seal at _____ this 20 day of July, 2005

Sue Ann Buntain

SUE ANN BUNTAIN
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES
SEPTEMBER 11, 2009

STATE OF OHIO)
COUNTY OF Defiance) ss.

Before me, a notary public (or justice of the peace, etc.) in and for said county, personally appeared BRIAN CALLAN known to me to be the person who, as Vice President of BLT Industries, Inc., the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that he did so sign said instrument in the name and upon behalf of said corporation as such officer; that the same is his free act and deed as such officer and the free and corporate act and deed of said corporation and that he was duly authorized thereunto by its board of directors.

In testimony whereof, I have hereunto subscribed my name, and affixed my official seal at _____ this 20 day of July, 2005

Sue Ann Buntain

SUE ANN BUNTAIN
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES
SEPTEMBER 11, 2009