

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Harald Schmidt Jan. 5, 1995

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

2. Name and address of receiving party(ies)

Name: **Synventive Molding Solutions
Canada, Inc.**

Internal Address: **10 Evans Place**

Street Address: _____

City: **Georgetown, Ontario**

State: _____

Country: **Canada** Zip: **L7G 4**

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

4. Application or patent a number(s):

This document is being filed together with a new application

A. Patent Application No.(s)

B. Patent No.(s)
6,683,283

Additional numbers attached? Yes No

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

Name: **M. Lawrence Oliverio, Esq.**

Internal Address: **Suite 800**

Street Address: **One State Street**

City: **Boston**

State: **MA** Zip: **02109**

Phone Number: **(617) 367-4600**

Fax number: **(617) 367-4656**

Email Address: **loliverio@kjpat.com**

6. Total number of applications and patents involved: 1

7. Total Fee (37 CFR 1.21(h) & 3.41) \$40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number **02-3038**

Authorized User Name
M. Lawrence Oliverio, Esq. Reg. No. 30,915

Authorized to charge additional fees to Deposit Acct.

9. Signature:  Signature

Date: 7/18/05

M. Lawrence Oliverio, Esq.

Name of Person Signing

Total number of pages including cover sheets, attachments, and documents: **11**

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

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HotRunners

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PAGE 14

EMPLOYMENT CONTRACT

This agreement made the ^{5th} day of JAN., 1995

BETWEEN:

EUROTOOL Inc, a corporation incorporated under the laws of the Province of Ontario (hereinafter called the "Corporation")

OF THE FIRST PART;

- and -

Harald Schmidt of the town of Georgetown in the Province of Ontario (hereinafter called the "Employee")

OF THE SECOND PART.

Whereas the Employee will be in the employ of the Corporation for an indefinite period of time, and;

Whereas the Corporation is desirous of employing the Employee and the Employee is desirous of being employed by the Corporation.

Now therefore this agreement witnesseth that in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby covenant and agree, each with the other, as follows:

Article 1.00 - Commencement of Employment

1.01 The Corporation hereby agrees to employ the Employee and the Employee hereby agrees to be employed by the Corporation as President and Secretary-Treasurer in its business of designing, manufacturing and selling hotrunner bushings, manifolds and temperature controls.

1.02 This contract between the Employee and the Corporation shall commence as of the day and year first written above, and shall continue for an indefinite term from that date, unless the employment of the Employee by the Corporation is terminated in accordance with the provisions of Article 4.00 hereof.

1.03 During the term of this contract, the Employee will be nominated as a Director of the Corporation.

Article 2.00 - Remuneration of Employee

2.01 As remuneration for his services hereunder, the Corporation shall pay the Employee a minimal base salary, of \$ 100,000 per annum, payable monthly in arrears less all applicable statutory deductions, or such amounts as may be agreed upon by the parties from time to time. The Employee's salary shall be reviewed annually.

2.02 The Employee shall be provided, at the Corporation's expense, with appropriate supplementary group medical and dental insurance to which the Employee may be entitled as an employee of the Corporation.

2.03 The Employee shall be entitled, at the Corporation's expense, to memberships in approved social and business clubs and shall be reimbursed or his fees and associated costs involved with membership and participation in relevant business and technical associations.

2.04 The Corporation shall pay or reimburse to the Employee the amount of all travel, hotel and other expenses properly and reasonably incurred by him in the discharge of his duties hereunder, subject to such expenses being properly claimed and substantiated in accordance with the Corporation's expense reporting procedures from time to time in force.

2.05 The Corporation shall make a suitable automobile available to the Employee.

Article 3.00 - Duties of the Employee

3.01 The Employee hereby covenants to:

(a) well and faithfully serve the Corporation, and its affiliates and associates, and carry out the duties assigned to him by the Board of Directors and Corporate By-laws, to the best of his abilities;

(b) devote his full time and attention to the duties assigned to him by the Corporation and not to engage in any other non-affiliated business or occupation, or become a director, officer, manager, shareholder or agent of, or in any other manner have a direct or indirect financial interest in any other person, which is competitive, as determined by the Corporation acting reasonably, with the business carried on by the Corporation during the term of this Agreement, without the prior written consent of the Corporation.

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- (c) work closely and co-operatively with executives of the parent Corporation and its Board of Directors; and
- (d) use his best efforts to promote the success of the business of the Corporation.

3.02 The Employee hereby acknowledges that all records, client lists, material, information and copies thereof made or obtained by the Employee in the course of his employment with the Corporation are confidential and shall remain the exclusive property of the Corporation.

The Employee shall not divulge the contents of any such records, material or information to any person other than the Corporation or the Corporation's employees during the course of his employment, or at any time thereafter, and the Employee shall not, after the termination of his employment with the Corporation, remove from the offices of the Corporation or retain such records or material or copies thereof, or information pertaining thereto for any purpose whatsoever.

Article 4.00 - Termination

4.01 The Corporation may, by written notice to Employee, immediately terminate this Agreement if:

- (a) the Employee shall at any time become or be unable properly to perform his duties hereunder by reason of ill-health (whether mental or physical), accident or otherwise for a period or periods aggregating at least 90 days in any 360-day period; or
- (b) the Employee shall (1) materially fail or neglect to discharge efficiently and diligently his duties hereunder, or (2) be guilty of any material breach of this Agreement, or (3) be guilty of serious misconduct or any other conduct calculated or likely to affect prejudicial the interests of the Corporation or (4) file a petition or case in bankruptcy or take advantage of any law offering relief for insolvent debtors, if such action affects the Employee's ability to perform his duties hereunder as reasonably determined in good faith by the Board, or (6) commit an act of fraud or embezzlement.

Provided however, that any such termination shall be without prejudice to any of the rights of the Corporation or the Employee except as expressly provided herein.

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4.02 Either party may, if they so desire, terminate this agreement upon 90 days written notice. Should the Corporation terminate the Employee pursuant to this paragraph the Corporation shall pay to the Employee in settlement of all claims arising from such termination an amount equal to the aggregate of:

- (i) One month's salary;
- (ii) One month's salary for every full year of employment;
- (iii) all vacation and holiday pay in accordance with Article 5.00 which has accrued from the date of the execution of this Agreement and which remains unpaid.

Article 5.00 - Vacation

5.00 The Corporation shall allow the Employee four (4) weeks paid vacation plus statutory holidays in each calendar year during the term of employment. The Corporation may, at its sole discretion, authorize such additional vacations or leaves of absence, with or without pay, as it sees fit.

Article 6.00 - Covenants of the Employee

6.01 The Employee covenants and agrees with the Corporation that if his employment with the Corporation is terminated by the Employee, with or without cause or appropriate notice being given, he will not, unless authorized in writing by the Board, for a period of two (2) years following the termination of his employment, within the present NAFTA boundaries, by himself or in partnership or jointly or in conjunction with or as partner, director, officer shareholder, employee or agent of any other person, either directly or indirectly, undertake or carry on or be engaged in or have any financial or other interest in, or in any other manner advise or assist, or lend his name to any person engaged or interested in the design, manufacture of other products similar to those being designed, manufacture and/or sold by the Corporation's affiliates and associates in the course of its business while the Employee was in the Corporation's employ.

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6.02 The Employee hereby covenants that he will not at any time during the term of his employment with the Corporation, or for a period of two (2) years thereafter, divulge to any person, firm or corporation the name of any customer of the Corporation or solicit, interfere with or endeavour to entice away from the Corporation any customer or person, firm or corporation dealing with the Corporation or interfere with or entice away any other employee of the Corporation.

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6.03 The Employee confirms that the above restrictions are reasonable and valid and all defences to the strict enforcement there of are waived by the Employee.

Article 7.00 - General

7.01 This Agreement is personal to the Employee and shall not be assignable by him without the consent of the Corporation.

7.02 Subject to Section 7.01, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

7.03 All payments contemplated herein shall be paid in the funds of Canada.

7.04 Time shall be of the essence of this Agreement.

7.05 This Agreement and the terms hereof shall constitute the entire employment agreement between the parties hereto with respect to all of the matters herein set out and its execution has not been induced by, nor do any of the parties hereto rely upon or regard as material, any representation or writing not incorporated herein and made a part hereof and this Agreement shall not be amended, altered or qualified except by a memorandum in writing signed by the parties hereto.

7.06 Indemnity. The Corporation shall indemnify the Employee and hold him harmless from any liability for any acts or decisions made by him in good faith while performing services for the Corporation.

The Corporation shall immediately use its best efforts to obtain coverage for the Employee under any insurance policy hereinafter obtained during the term of this Agreement covering the Employee as an officer, director, employee or decision maker for the Corporation against any and all lawsuits brought against him. The Corporation will pay all expenses necessary to defend any action, including, but not limited to, attorney's fees and other expenses actually and necessarily incurred by the Employee in connection with the defence of any such act, suit or proceeding and in connection with any appeal thereon including the cost of court settlements and judgements.

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7.07 All notices required to be given under the terms of this Agreement may be sufficiently given if, in the case of a notice to be given by either the Corporation or the Employee, it is mailed by prepaid registered post, addressed to the Corporation, at

.....
or, addressed to the Employee at:

10 Evans Place
Georgetown Ont L7G4W1
DNT.

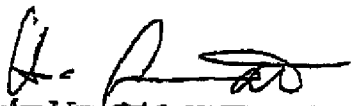
Any notice which is personally delivered shall be conclusively deemed to have been received at the time of deliver. Any notice which is sent by registered mail, as aforesaid, shall be conclusively deemed to have been received on the fifth business day following the date upon which it was so mailed. During any interruption of postal services, all notices must be delivered.

7.08 If any provision of this Agreement shall be or become illegal or unenforceable in whole or in part, the remaining provisions shall nevertheless be valid, binding and substituting.


7.09 Any waiver by any party of any breach of any term of this Agreement by the other party, shall not constitute the waiver of any subsequent breach of such party.

7.10 The Parties agree that this Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement this 5th day of JAN 1995


Mr. Harald Schmidt
on behalf of EUROTOOL Inc.

Witness


Mr. Harald Schmidt
(Director of EUROTOOL Inc.)

Mr. Anthony van den Brink
(Director of EUROTOOL Inc.)

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DYE & DURHAM

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Ministry of Consumer and Ontario Commercial Relations

Ministère de la Consommation et du Commerce

CERTIFICATE This is to certify that these articles are effective on

CERTIFICAT Ceci certifie que les présents statuts entrent en vigueur le

NOVEMBER 02 NOVEMBRE 1998

Signature of Director

Director / Directeur Business Corporations Act / Loi sur les sociétés par actions

ARTICLES OF AMENDMENT / STATUTS DE MODIFICATION

1. The name of the corporation is:

Détermination actuelle de la société

Grid containing name: EURQITOOL LTD INC.

2. The name of the corporation is changed to (if applicable):

Nouvelle détermination sociale de la société (si applicable)

Grid containing name: DYNISCO HOTRUNNERS INC CANADA

3. Date of incorporation/amalgamation:

Date de la constitution ou de la fusion

1994 December 28th

(Year, Month, Day) / (année, mois, jour)

4. The articles of the corporation are amended as follows:

Les statuts de la société sont modifiés de la façon suivante

Resolved That:

The name of the corporation is changed to:

DYNISCO HOTRUNNERS INC. CANADA

Form 3 Business Corporations Act

Formula 3 Loi sur les sociétés par actions

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5. The amendment has been duly authorized as required by Sections 168 & 170 (as applicable) of the Business Corporations Act.

La modification a été dûment autorisée conformément aux articles 168 et 170 (selon le cas) de la Loi sur les sociétés par actions.

6. The resolution authorizing the amendment was approved by the shareholders/directors (as applicable) of the corporation on

Les actionnaires ou les administrateurs (selon le cas) de la société ont approuvé la résolution autorisant la modification le

1998 October 28th

(Year, Month, Day)
(année, mois, jour)

These articles are signed in duplicate.

Les présents statuts sont signés en double exemplaire.

Dynisco HotRunners Inc. Canada

(Name of Corporation)
(Dénomination acceptable de la société)

By/Par

Harald Schmidt, President

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A l'usage exclusif du ministre



Ministry of Consumer and Ontario Commercial Relations
CERTIFICATE
This is to certify that these articles are effective on

Ministère de la Consommation et du Commerce
CERTIFICAT
Cet acte que les articles ont pris effet à compter de

JUNE 01 JUN, 2001

Ontario Corporation Number
Numéro de la société en Ontario

1111504

1.

[Signature]
Director / Directrice

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Business Corporations Act / Loi sur les sociétés par actions

Form 3
Business Corporations Act

Formule 3
Loi sur les sociétés par actions

**ARTICLES OF AMENDMENT
STATUTS DE MODIFICATION**

1. The name of the corporation is:
Dénomination sociale de la société:
DYNE S CO H O T R U N N E R S I N C . C A N A D A

2. The name of the corporation is changed to (if applicable):
Nouvelle dénomination sociale de la société(s'il y a lieu):
S Y N V E N T I V E M O L D I N G S O L U T I O N S C A N A D A I N C .

3. Date of incorporation/amalgamation:
Date de la constitution ou de la fusion:
1994 December 28th
(Year, Month, Day)
(année, mois, jour)

4. The articles of the corporation are amended as follows:
Les statuts de la société sont modifiés de la façon suivante:

The name of the corporation is changed to:
SYNVENTIVE MOLDING SOLUTIONS CANADA INC.

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- 5. The amendment has been duly authorized as required by Sections 168 & 170 (as applicable) of the Business Corporations Act. *La modification a été dûment autorisée conformément aux articles 168 et 170 (selon le cas) de la Loi sur les sociétés par actions.*
- 6. The resolution authorizing the amendment was approved by the shareholders/directors (as applicable) of the corporation on *Les actionnaires ou les administrateurs (selon le cas) de la société ont approuvé la résolution autorisant la modification le*

2001, May 24th

(Year, Month, Day)
(année, mois, jour)

These articles are signed in duplicate.

Les présents statuts sont signés en double exemplaire.

DYNISCO HOTRUNNERS INC. CANADA

(Name of Corporation)
(Dénomination sociale de la société)

By/Par:

[Handwritten Signature]
(Signature)
(Signature)

President

(Description of Office)
(Fonction)

DSG 01/2002