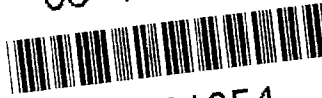


05-13-2005

RECORD



103001854

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

05-11-05

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

TPS INTERNATIONAL, INC.

Execution Date(s) 06/09/2003

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other Rerecord to change address of Assignee
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Name: MANUFACTURING SOLUTIONS TECHNOLOGY, INC.

Internal Address: _____

Street Address: N62 W38165 WESTWINDS COURT

City: OCONOMOWOC

State: WISCONSIN

Country: US Zip: 53066

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

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

5,691,647
5,841,290
5,307,916

Additional numbers attached? Yes No

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

Name: John M. Manion

Internal Address: Ryan Kromholz & Manion, S.C.

Street Address: P.O. Box 26618

City: Milwaukee

State: Wisconsin Zip: 53226-0618

Phone Number: (262) 783-1300

Fax Number: (262) 783-1211

Email Address: _____

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 120.00

- 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 06-2360

Authorized User Name Daniel D. Ryan

9. Signature:

[Signature] Signature

05/09/2005

Date

05/12/2005 DBYRNE

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01 FC:0021

Daniel D. Ryan

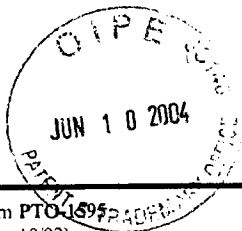
120.00 DP

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

10

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



06-17-2004
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PATENTS ONLY



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PATENT TRADEMARK OFFICE

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

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Form PTO-1595 (Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
TPS International, Inc. **6-10-04**
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Manufacturing Solutions Technology, Inc.
Internal Address: _____
Street Address: N61 W23043 Silver Spring Drive
City: Sussex State: WI Zip: 53089
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: 06/09/2003

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is: _____
A. Patent Application No.(s) _____
B. Patent No.(s) 5,691,647
5,841,290 and 5,307,916
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Patrick J. Fleis
Internal Address: Ryan Kromholz & Manion, S.C.
Street Address: P.O. Box
City: Milwaukee State: WI Zip: 53226-0618

6. Total number of applications and patents involved: 3
7. Total fee (37 CFR 3.41).....\$ 120.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
06-2360

DO NOT USE THIS SPACE

9. Signature.
Joseph A. Kromholz 6/7/2004
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

06/16/2004 LMJELLER 00000126 5691647

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PATENT
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**CONSENT OF THE DIRECTORS OF TPS INTERNATIONAL, INC.
AUTHORIZING SPIN-OFF OF SENSOR TECHNOLOGY DIVISION INTO THE
COMPANY KNOWN AS MANUFACTURING SOLUTIONS TECHNOLOGY, INC.**

The undersigned, being all of the directors of TPS International, Inc., (the "Corporation") a Wisconsin corporation, acting pursuant to Section 180.0821 of the Wisconsin Statutes, hereby consent to the adoption of the following resolution, such resolution to have the same force and effect as if unanimously adopted at a regularly called meeting of the directors and shareholders duly held as of this 9th day of June, 2003.

RESOLVED, that in the judgment of this Board of Directors it is desirable for business reasons to separate the businesses of the Corporation and the PCS Division of the Corporation.

RESOLVED, that such separation be effected by the Corporation transferring the assets of the PCS Division, as described in Exhibit A hereto, to Manufacturing Solutions Technology, Inc. ("MST") and by immediately thereafter delivering the stock of MST to the current shareholders of the Corporation (Dean Bentzien and Guido Brusa) and Daniel Nienhuis in accordance with the applicable Shareholder Agreement.

RESOLVED, that the form, terms, and provisions of the proposed Agreement and Plan of Reorganization and Corporate Separation (the "Separation Agreement") by and between the Corporation and MST are, in all aspects approved and ratified substantially in the form set forth in Exhibit B hereto; and further

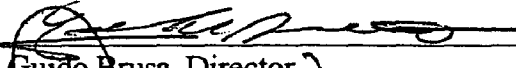
RESOLVED, that the officers of the Corporation are, authorized and directed to execute and deliver the Separation Agreement in the name of the Corporation substantially in the form contained in Exhibit B, with such changes or additions to any of the terms and provisions thereof, or exhibits thereto, as the officers executing the Separation Agreement in their reasonable discretion.

RESOLVED, that the officers of the Corporation are authorized, empowered, and directed to do and perform all such further acts and things, to execute and deliver in the name of the Corporation, and where necessary or appropriate, to file with the appropriate governmental authorities, all such further certificates, instruments, or other documents, as in their judgment shall be necessary or advisable in order to effectuate the Separation Agreement, the intent and purpose of the foregoing resolutions, and any or all of the transactions contemplated therein.

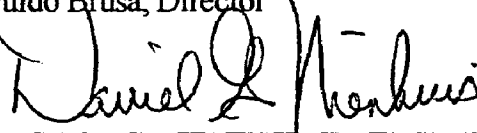
IN WITNESS WHEREOF, the undersigned have executed this Consent as of the day and year first written above.



Dean Bentzien, Director



Guido Brusa, Director



Daniel Nienhuis, Director

EXHIBIT A

PCS DIVISION ASSETS

U.S. Patent No. 5,691,647

U.S. Patent No. 5,841,290

U.S. Patent No. 5,307,916

**AGREEMENT AND PLAN OF REORGANIZATION AND CORPORATE SEPARATION
OF**

**TPS INTERNATIONAL, INC.
a Wisconsin corporation**

AND

**MANUFACTURING SOLUTIONS TECHNOLOGY, INC
a Wisconsin corporation**

AGREEMENT, made and adopted as of the 11th day of June, 2003, between TPS International, Inc., a Wisconsin Corporation ("TPS") and Manufacturing Solutions Technology, Inc., a Wisconsin corporation ("MST").

RECITALS:

A. TPS owns all of the assets of the PCS division ("PCS Division") of TPS including, without limitation, U.S. Patent Nos. 5,691,647; 5,841,290 and 5,307,916.

B. For business purposes, it is the desire of TPS to separate the technology related business of the PCS Division of TPS from the machine tool sale and manufacturing business of TPS. TPS, acting through its Directors, also believe that such separation will accomplish the certain business objectives deemed to be in the best interest of TPS as follows:

- (1) Provide the PCS Division the ability to sell its products to machine competitors of TPS;
- (2) Separate the technology business of the PCS Division from the sales and manufacturing business of TPS; and
- (3) Seek other distribution and marketing opportunities with other manufacturers of sensor related production control products thereby expanding the reach of the PCS Division in the industry.

NOW THEREFORE, in consideration of the mutual covenants herein set forth, the parties agree as follows:

1. **Transfer of Properties and Assumption of Liabilities.** In consideration of 86 shares of common stock of MST, constituting all of the outstanding and issued stock of MST, TPS will assign, transfer and deliver to MST all the patents, trademarks and other assets of the PCS Division, as set forth in Exhibit A attached to this Agreement and MST will assume the liabilities, if any of the PCS Division.

EXHIBIT " B "

2. **Distribution of Controlled Stock.** Immediately after the transfer of assets and liabilities to MST, TPS will distribute all of its stock in MST, which shall constitute all the outstanding stock of MST to the current shareholders of TPS and Daniel Nienhuis. Each shareholder of TPS (Dean Bentzien and Guido Brusa) will receive 41 shares of MST common stock and Daniel Nienhuis will receive 4 shares of MST common Stock held.

3. **Closing.** The closing shall take place at TPS International, Inc., on Wednesday, June 11, 2003.

4. **Miscellaneous.** This Agreement constitutes the entire agreement and understanding between the parties and supercedes all prior agreements and understandings related hereto. This Agreement shall be governed by the laws of the State of Wisconsin

This Agreement and Plan of Reorganization and Corporate Separation have been made as of the date first set forth above.

TPS INTERNATIONAL INC.

a Wisconsin corporation

By: _____
Dean Bentzien, President

MANUFACTURING SOLUTIONS TECHNOLOGY, INC.

a Wisconsin corporation

By: _____
Guido Brusa, President