

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
Rockwell American Manufacturing Company, Ltd.		10/17/2005
RECEIVING PARTY DATA		
Name:	MTEC International Ltd.	
Street Address:	POST OFFICE BOX 459	
City:	Plant City	
State/Country:	FLORIDA	
Postal Code:	33564	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	5372434	
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ATTORNEY DOCKET NUMBER:	120151-600001	
NAME OF SUBMITTER:	Rick J. Gibson	
Total Attachments: 4 source=Patent Assignment One#page1.tif source=Patent Assignment One#page2.tif source=Patent Assignment One#page3.tif source=Patent Assignment One#page4.tif		

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PATENT ASSIGNMENT

This Patent Assignment (this "Assignment") is made effective this 17th [to be dated one day earlier than MTEC to Quality Patent Assignment] day of October, 2005 (the "Effective Date"), by Rockwell American Manufacturing Company, Ltd., a limited partnership organized under the laws of the State of Texas ("Assignor"), for the benefit of MTEC International, Ltd., a limited partnership organized under the laws of the State of Florida ("Assignee").

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under those United States patents and patent applications identified and set forth on Schedule A (the "Patents"); and

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all of Assignor's right, title and interest in and to the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Patents, for the United States and for all foreign countries, including any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as owner of the Patents, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent of the United States thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor hereby represents and warrants that its right, title and interest in and to the Patents are free and clear of any liens and encumbrances, that it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments,

powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any applications covering the inventions assigned herein; (2) in the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the patent rights assigned herein, including, but not limited to, testifying as to any facts relating to the patent rights assigned herein and this Assignment; (3) in obtaining any additional patent protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) in the implementation or perfection of this Assignment.

* * * * *

IN TESTIMONY WHEREOF, Assignor and Assignee have caused this Assignment to be signed and executed as of the date first above written.

ROCKWELL AMERICAN MANUFACTURING
COMPANY, LTD.

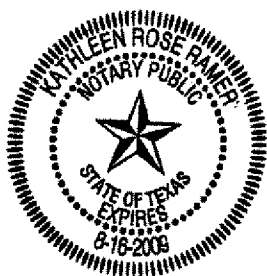
By: RWH General, L.C., its general Partner

By: 
Ben Hintzlong,
President

STATE OF Texas)
COUNTY OF Dallas) SS:

On this 18th day of October, 2005, before me personally came Ben Hintzlong, to me known who, being duly sworn, did depose and say that he resides in the State of Texas; and that he signed his name hereto.


Notary Public



001-1324796v1
120131-600001

Schedule A

U.S. PATENTS

Title	Patent No.	Issue Date
Spindle with lubrication channel	5,372,434	December 13, 1994