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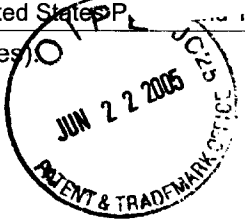


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1. Name of conveying party(ies): Jorn TOFT
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Name: MULTI-TOOL A/S
Address: HYGUMVEJ 43
City: JELLING State/Prov.:
Country: DENMARK ZIP:
Additional name(s) & address(es) Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
Execution Date: MAY 18, 2005

4. Application number(s) or patent numbers(s):
If this document is being filed together with a new application, the execution date of the application is:
Patent Application No. 11/087,769 Filing date 03/24/2005
B. Patent No.(s)
Additional numbers Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: ASLAN BAGHDADI
Registration No. 34,542
Address: PILLSBURY WINTHROP SHAW PITTMAN LLP
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6. Total number of applications and patents involved: 1
7. Total fee (37 CFR 3.41):.....\$ 40.00
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ASSIGNMENT

WHEREAS, Jörn Toft, residing at Wassersleben 1, 24955 Harrislee, Germany, (hereinafter "Assignor") has invented certain new and useful improvements in

BELT GRINDER AND ATTACHMENT FOR GRINDING PIPE ENDS

for a full description of which, reference is here made to an application for Letters Patent of the United States of America

Executed concurrently herewith

Executed on

Serial. No. **11/087,769**, filed **March 24, 2005**

in the U.S. Patent and Trademark Office and to U.S. provisional patent application(s)

Serial. No. , filed

in the U.S. Patent and Trademark Office; and

WHEREAS, Multi-Tool A/S a Danish corporation , having its principal office and place of business at Hygumvej 43, Jelling, Denmark (hereinafter "Assignee") is desirous of acquiring the entire right, title, and interest in, to, and under said invention and application above identified, and in, to, and under any Letters Patent that may be obtained for said invention, together with all foreign rights corresponding thereto, as hereinafter more fully set forth.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that, for good and valuable and legally sufficient consideration, the receipt of which by Assignor from Assignee is hereby acknowledged, Assignor has agreed to sell, assign, and transfer and by these presents does hereby, sell, assign, and transfer unto Assignee the entire right, title and interest in, to, and under said invention and application above

ASSIGNMENT**DOCKET NO. B&B-133-CIP**

identified and Letters Patent of the United States of America that may be obtained in respect thereof; any corresponding applications for Letters Patent and Letters Patent therefor in all other areas of the world; and any reissues, extensions, substitutions, confirmations, divisions, and continuations of any of the foregoing (hereinafter "Invention Rights"), to have and to hold for the sole and exclusive use and benefit of Assignee forever.

Assignor hereby covenants and agrees, for himself and for his respective legal representatives, to assist and cooperate with Assignee in the preparation and prosecution of any applications included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any applications or Letters Patent included within the Invention Rights and further to execute and deliver to Assignee any and all additional papers that may be requested by Assignee for the purpose of implementing the terms of this ASSIGNMENT.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any applications or Letters Patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular country (such as, without limitation, the right of priority provided by the International Convention for the Protection of Industrial Property, as amended) and to invoke and claim said rights without further written or oral authorization from Assignor.

Assignor hereby consents that a copy of this ASSIGNMENT shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and more particularly in proof of the right of Assignee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended.

ASSIGNMENT

DOCKET NO. B&B-133-CIP

Assignor covenants and agrees that this ASSIGNMENT and all of the terms hereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Assignor hereby authorizes and requests Assignee to fill in the following blanks specifying the United States Serial No. and filing date for said application above identified:

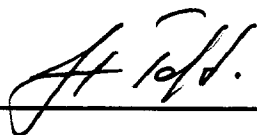
U.S. Serial No.: 11/087,769

Filed: March 24, 2005

but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this ASSIGNMENT.

Assignor hereby authorizes and requests the Commissioner of Patents and the United States Patent and Trademark Office to issue Letters Patent to Assignee in accordance with the terms of this ASSIGNMENT.

SIGNATURE:



Date:

18/5-05.

NAME: JÖRN TOFT