

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
EFFECTIVE DATE:	10/31/2005

CONVEYING PARTY DATA

Name	Execution Date
Jeffery N. Beattey	10/31/2005

RECEIVING PARTY DATA

Name:	MEP Acquisition Corp.
Street Address:	8888 Keystone Crossing
Internal Address:	Suite 600
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46240

PROPERTY NUMBERS Total: 5

Property Type	Number
Application Number:	10234296
Patent Number:	6932757
Patent Number:	6478724
Patent Number:	6461286
Patent Number:	6224532

CORRESPONDENCE DATA

Fax Number: (317)715-4618
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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 Email: dmconnell@sommerbarnard.com
 Correspondent Name: Dean E. McConnell
 Address Line 1: One Indiana Square
 Address Line 2: Suite 3500
 Address Line 4: Indianapolis, INDIANA 46204

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ATTORNEY DOCKET NUMBER:

11669/09843

NAME OF SUBMITTER:

Dean E. McConnell

Total Attachments: 7

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ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS (the "Assignment") is made as of the 31st day of October 2005, by and between Jeffery N. Beatey, an individual residing in Indianapolis, Indiana ("Assignor"), and MEP Acquisition Corp., an Indiana corporation ("Assignee") (Assignor and Assignee are sometimes referred to hereinafter collectively as the "Parties" and individually as a "Party").

RECITALS

A. Assignor is the owner of certain patents and/or patent applications (referred to herein collectively as the "Patents").

B. Assignee desires to obtain an assignment of all of Assignor's rights, title, and interest in and to the Patents from Assignor, and Assignor desires to grant an assignment of all of its rights, title, and interest in and to the Patents to Assignee.

C. This Assignment has been delivered in connection with Assignor's contribution to the capital of Assignee, as contemplated by that certain Contribution Agreement, dated as of even date herewith, by and among Assignor, Assignee, HKW Capital Partners II, L.P., a Delaware limited partnership, HKW Capital Partners II Supplemental L.P., a Delaware limited partnership, and Joseph P. Muldoon (the "Contribution Agreement").

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

1. Definition. As used herein, the following term shall have the meaning set forth below:

1.1 Assigned Patents. The term "Assigned Patents" shall mean those patents and/or patent applications listed in Appendix A attached hereto and made a part hereof, as well as any and all patents maturing from a continuation, continuation-in-part, division, reissue, or reexamination of any Assigned Patents, any foreign counterpart patents that claim priority to any Assigned Patents, and regardless of whether such patent matures from a convention or non-convention application, or any other substitution, renewal, extension, addition, utility model, or other United States or foreign patent.

2. Assignment of the Assigned Patents. Subject to the terms, conditions, and limitations set forth herein, for good, valuable and legally sufficient consideration for said Assignor, the receipt and sufficiency of which is hereby acknowledged by said Assignor, said Assignor has sold, assigned, transferred and set over, and as demonstrated by this Assignment does sell, assign, transfer and set over unto said Assignee, the entire right, title and interest in and to the Assigned Patents. Assignor represents and warrants that the assignments of the Assigned Patents granted by Assignor to Assignee in this Assignment is granted free and clear of all security interests, liens, encumbrances, claims, or interests of any kind or nature.

3. Assignment of Accrued Enforcement Rights. Assignor hereby assigns and transfers to Assignee any and all claims or causes of action for infringement of any of the Assigned Patents that may have accrued prior to the effective date of this Assignment, together with the right to bring suit for and/or initiate any proceeding to obtain injunctive relief or collect any and all damages arising from said claims or causes of action.

4. Further Assurances. Assignor shall provide Assignee, its successors, and assigns, or their legal representatives, cooperation and assistance at Assignee's reasonable 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): (i) in the prosecution and maintenance of the Assigned Patents; (ii) in the prosecution or defense of any interference, opposition, infringement, or other proceeding that may arise in connection with the Assigned Patents; and (iii) in the implementation or perfection of this Assignment. Assignor agrees that it shall not assist or encourage, through action or inaction, any challenge to the validity, enforceability, or ownership of the Assigned Patents.

5. General Provisions.

5.1 Merger and Integration. This Assignment (together with the Contribution Agreement and the Asset Purchase Agreement, dated of even date herewith, by and among Assignor, Assignee, Midwest Engineered Products Corp. and James L. Beattey, III) represents the entire understanding of the Parties with respect to its subject matter and supersedes all prior agreements, written or oral, concerning the subject matter hereof, and may not be changed or modified in any regard except by an instrument in writing, signed by the Parties hereto. No inference shall be drawn from any variance between this Assignment and any prior written negotiations or letters of intent with respect to, or drafts of, this Assignment. Each Party acknowledges that no representations, inducements, promises, commitments or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which is not embodied herein.

5.2 Severability. It is expressly agreed that if any term or provision of this Assignment is held to be invalid or unenforceable in any jurisdiction, then such provision in such jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Assignment or affecting the validity or enforceability of any of the terms or provisions of this Assignment in any other jurisdiction.

5.3 No Waiver. Failure of any Party at any time to require performance of any provision of this Assignment shall not affect the right of any Party to require full performance thereafter; a waiver by any Party of a breach of any provision of this Assignment shall not constitute a modification of this Assignment or prevent that Party from again enforcing such term or condition in the future with respect to subsequent events.

5.4 Relationship of the Parties. The relationship established between the Parties by this Assignment shall be solely that of assignor and assignee. Neither Party hereto shall have any right or shall attempt to enter into contracts or commitments on behalf of the other Party or to bind the other Party in any respect whatsoever as a result hereof.

5.5 Counterparts; Facsimile Signatures. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document. This Assignment may be signed by facsimile, and facsimile signatures shall be binding, but the Parties shall provide each other with originally signed copies of the Assignment as soon as possible thereafter.

5.6 Captions. The captions in this Assignment are intended solely as a matter of convenience and shall be given no effect in the construction or interpretation of this Assignment.

5.7 Recitals. The Parties agree that the recitals prior to Section 1 of this Assignment are true and correct and are hereby incorporated herein by this reference.

5.8 Force Majeure. The Parties agree that neither shall be deemed in default of its obligations under this Assignment to the extent that the performance of any such obligations shall have been prevented by circumstances outside of such Party's control, including, but not limited to, acts of God, fire, riot, war or government actions, but only to the extent of the duration of the circumstances comprising the basis for the operation of this section. If a Party believes that any one or more of the above occurrences or events will cause a delay or prevent its performance hereunder, that Party shall promptly notify the other Party of such fact in writing.

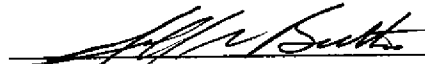
5.9 Governing Law. This Assignment shall be governed by and construed in accordance with the patent laws of the United States of America and with the internal laws of the State of Indiana without reference to its conflicts of laws principles.

[Signature Page Follows]

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IN WITNESS WHEREOF, this Assignment has been duly executed by the Parties hereto as of the date first written above.

MEP Acquisition Corp.



Jeffery N. Beattey

By: _____

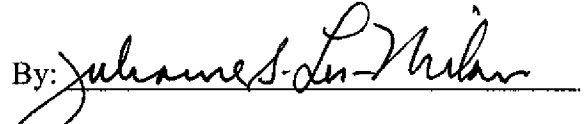
Printed Name: Julianne S. Lis-Milam

Title: President

IN WITNESS WHEREOF, this Assignment has been duly executed by the Parties hereto as of the date first written above.

MEP Acquisition Corp.

Jeffery N. Beattey

By: 
Printed Name: Julianne S. Lis-Milam

Title: President

APPENDIX A

Assigned Patents

PATENT NUMBER OR PATENT APPLICATION SERIAL NUMBER	COUNTRY	TITLE
6,932,757	United States	Centrifuge with a variable frequency drive and a single motor and clutch mechanism
6,478,724	United States	Centrifuge with clutch mechanism for synchronous blade and bowl rotation
6,461,286	United States	Method of determining a centrifuge performance characteristic or characteristics by load measurement
6,224,532	United States	Centrifuge blade design and control mechanism
10/234,296	United States	Centrifuge with clutch mechanism for synchronous blade and bowl rotation
10/244,332 (abandoned)	United States	Centrifuge blade design
1107828	France	Centrifuge clutch and blade design with control mechanism
1107828	Germany	Centrifuge clutch and blade design with control mechanism
1107828	Great Britain	Centrifuge clutch and blade design with control mechanism

1107828	Ireland	Centrifuge clutch and blade design with control mechanism
1107828	Italy	Centrifuge clutch and blade design with control mechanism
1107828	Luxembourg	Centrifuge clutch and blade design with control mechanism
1107828	Switzerland	Centrifuge clutch and blade design with control mechanism
44180/99	Australia	Centrifuge clutch and blade design with control mechanism
2003264607	Australia	Centrifuge clutch and blade design with control mechanism
99927219.8	Spain	Centrifuge clutch and blade design with control mechanism
99927219.8	Sweden	Centrifuge clutch and blade design with control mechanism
PCT/US99/12482	Patent Cooperation Treaty	Centrifuge clutch and blade design with control mechanism
99927219.8	European Patent	Centrifuge clutch and blade design with control mechanism
226608	Mexico	Centrifuge clutch and blade design with control mechanism
2334394	Canadian	Centrifuge clutch and blade design with control mechanism

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