

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ACT Laboratories, Inc.	02/22/2006
RECEIVING PARTY DATA	
Name:	BMT Investments IV, LLC
Street Address:	7530 Frontage Road
City:	Skokie
State/Country:	ILLINOIS
Postal Code:	60077
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6568255
CORRESPONDENCE DATA	
Fax Number:	(918)581-5599
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	918-581-5514
Email:	cbc@praywalker.com
Correspondent Name:	C. Bretton Crane
Address Line 1:	100 W. 5th Street, 9th floor
Address Line 4:	Tulsa, OKLAHOMA 74103
NAME OF SUBMITTER:	C. Bretton Crane
Total Attachments: 5 source=Patent Assignment#page1.tif source=Patent Assignment#page2.tif source=Patent Assignment#page3.tif source=Patent Assignment#page4.tif source=Patent Assignment#page5.tif	

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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "*Assignment*") dated as of February 22, 2006 (the "*Effective Date*"), is made by and between ACT Laboratories, Inc., a Delaware corporation ("*Assignor*"), and BMT Investments IV, LLC, a Michigan limited liability company ("*Assignee*").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "*Agreement*"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the Acquired Assets, including the Acquired IP Assets, as defined in the Agreement;

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under those United States and foreign patents and patent applications listed on Schedule A (including the inventions to which such patents relate) or that otherwise constitute Acquired IP Assets under the Agreement, and any foreign counterparts or equivalents thereto, existing now or in the future and including, but not limited to, patents of utility, improvement or addition, utility model and appearance and industrial design patents and inventors certificates, as well as divisionals, reissues, continuations (in whole or in part), renewals and extensions of any of the foregoing and any patents that may issue from any of the foregoing (collectively, the "*Patents*"); and

WHEREAS, Assignee, pursuant to the Agreement, wishes to acquire and Assignor wishes to assign the entire right, title and interest in and to the Patents.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Patents, any foreign counterparts or equivalents thereto, existing now or in the future and including, but not limited to, patents of utility, improvement or addition, utility model and appearance and industrial design patents and inventors certificates, as well as divisionals, reissues, continuations (in whole or in part), renewals and extensions of any of the foregoing and any patents that may issue from any of the foregoing, and including the subject matter of all claims that may be obtained therefrom, for Assignee's 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 related to any of the foregoing, 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 Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as owner of the Patents and issue any and all patents issued 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 and its successors, assigns or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns, and other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all assignment documents, affidavits, declarations, oaths, available samples, available exhibits, available specimens and other documentation as may be reasonably required) in connection with: (1) the implementation, perfection or recording of this Assignment in the United States and any and all applicable foreign jurisdictions; (2) the preparation and prosecution of any application, continuations, divisionals, continuations-in-part, extensions or equivalent to any of the foregoing for any of the Patents; (3) the prosecution or defense of any interference, opposition, re-examination, reissue, infringement or other proceedings that may arise in connection with any of the Patents, including, but not limited to, testifying as to any facts relating to the rights assigned in this Assignment; (4) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with the Patents and this Assignment; and (5) obtaining any additional 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.

Assignor shall have no liability for any obligations, claims or causes of action that arise, or may arise, from or in connection with the development, testing, manufacture, distribution or sale of any products covered by or subject to the Patents and Assignee shall hold Assignor harmless from such liability.

The Assignor hereby irrevocably constitute and appoint Assignee, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in its name to take any and all action and to execute thereafter any and all documents and instruments which Assignee deems necessary or desirable to accomplish the purposes of this Assignment.

This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[remainder of page intentionally left blank]

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

ACT LABORATORIES, INC.

By: *Ronald Swinko*

Name: Ronald Swinko

Title: President

STATE OF Ohio)
) SS:
COUNTY OF Cuyahoga)

On this 21st day of February, 2006 before me Ronald Swinko, known to me to be President of ACT Laboratories, Inc., who acknowledged that he/she signed this instrument as a free act on behalf of ACT Laboratories, Inc.

Toni T. Kardamis
Notary Public:

My commission expires:




TONI T. KARDAMIS
NOTARY PUBLIC
STATE OF OHIO
My Comm. Exp. 1/7/09

PATENT ASSIGNMENT


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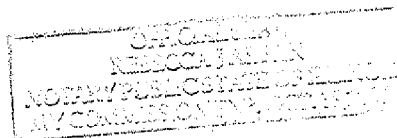
BMT INVESTMENTS IV, LLC

By: 
Name: Brian Harris
Title: Vice President

STATE OF)
) SS:
COUNTY OF)

On this 20~~th~~ day of February, 2006 personally appeared before me Brian Harris, known to me to be Vice President of BMT Investments IV, LLC, who acknowledged that he/she signed this instrument as a free act on behalf of BMT Investments IV, LLC.


Notary Public
My commission expires: Oct 18, 2006



ACT Patent Assignment

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

Country	Patent No.	Issue Date	Serial No.	Appl. Date	Patent Title	Status
US	6,568,255	May 27, 2003	09/862,666	May 21, 2001	Universal Thermal Engine Simulator	Issued