

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT											
NATURE OF CONVEYANCE:	ASSIGNMENT											
EFFECTIVE DATE:	08/01/2006											
<b>CONVEYING PARTY DATA</b>												
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Peretz J Shiloh</td> <td>07/19/2006</td> </tr> <tr> <td>Adam Shiloh</td> <td>07/20/2006</td> </tr> <tr> <td>Avraham Shiloh</td> <td>08/01/2006</td> </tr> </tbody> </table>			Name	Execution Date	Peretz J Shiloh	07/19/2006	Adam Shiloh	07/20/2006	Avraham Shiloh	08/01/2006		
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Automated Production Systems, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>2840 Pine Road</td> </tr> <tr> <td>City:</td> <td>Huntingdon Valley</td> </tr> <tr> <td>State/Country:</td> <td>PENNSYLVANIA</td> </tr> <tr> <td>Postal Code:</td> <td>19006</td> </tr> </table>			Name:	Automated Production Systems, Inc.	Street Address:	2840 Pine Road	City:	Huntingdon Valley	State/Country:	PENNSYLVANIA	Postal Code:	19006
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<b>PROPERTY NUMBERS Total: 3</b>												
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Patent Number:	4840204											
<b>CORRESPONDENCE DATA</b>												
<p>Fax Number: (317)592-5453</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 317-236-2251</p> <p>Email: Dustin.DuBois@icemiller.com</p> <p>Correspondent Name: Dustin DuBois</p> <p>Address Line 1: One American Square</p> <p>Address Line 2: Suite 3100</p> <p>Address Line 4: Indianapolis, INDIANA 46282</p>												
ATTORNEY DOCKET NUMBER:	APS NOVASTAR, LLC											

CH \$120.00 4633919

**PATENT**

**500145755**

**REEL: 018194 FRAME: 0265**

NAME OF SUBMITTER:

Dustin DuBois

**Total Attachments: 6**

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## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT ("Assignment") is made as of August 1, 2006 (the "Effective Date"), by and among Peretz J. Shiloh ("Peretz"), Adam Shiloh ("Adam") and Avraham Shiloh ("Avraham" together with Peretz, and Adam, the "Assignors") and Automated Production Systems, Inc., a Pennsylvania corporation, each having an address of 2840 Pine Road, Huntingdon Valley, Pennsylvania, 19006 ("Assignee").

WHEREAS, Assignee and APS Novastar LLC, a Delaware limited liability company (the "Company") are parties to that certain Contribution Agreement of even date herewith (the "Contribution Agreement"); and

WHEREAS, pursuant to the terms of the Contribution Agreement, APS has agreed to assign to the Company certain assets; and

WHEREAS, as an inducement for the Company to enter into the Contribution Agreement, each of Peretz, Adam and Avraham has agreed to assign his right, title and interest in and to a certain patent to Assignee.

NOW, THEREFORE, for other good and valuable consideration associated herewith, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee hereby agree as follows:

1. Assignment of Patent. Effective as of the Effective Date, Assignors hereby irrevocably assign, transfer, and convey to Assignee all of Assignors' right, title and interest in, to and under the patents set forth on Exhibit A attached hereto and hereby incorporated by reference herein, including without limitation (i) all inventions and improvements disclosed therein, (ii) all letters patent or similar legal protection granted therefore in the United States and its territorial possessions and in all foreign countries, unions, or regions, (iii) all continuations, divisionals, continuations-in-part, substitutions, reissues, renewals, substitutes, and extensions thereof and applications therefor, and (iv) all rights to enforce including, but not limited to, the right to sue and collect damages for any past or future infringements of the Assigned Patent, throughout the world free and clear of any restrictions or encumbrances of any nature whatsoever ("Assigned Patent"). Assignors shall execute and deliver or shall cause to be executed and delivered all such additional transfers, assignments, conveyances, powers of attorney, assurances or any other documents necessary to confirm, effectuate or record the assignment granted herein and shall take all such further action, including, without limitation, making all filings with the United States Patent & Trademark Office in order to confirm, effectuate or record this assignment of the Assigned Patent to Assignee granted herein as Assignee may reasonably request from time to time.

2. Filing and Recording of Instruments of Transfer. Assignee shall be responsible to file and record any and all documents of conveyance as may be necessary to vest in Assignee as a matter of public record all of the Assigned Patent.

3. Appointment. Each of the Assignors hereby constitutes and appoints Assignee, and its successors and assigns, as his true and lawful attorney or attorneys in fact, with full power

of substitution, for him and in his name and stead or otherwise, to institute and prosecute from time to time, any proceedings at law, in equity, or otherwise, that Assignee, or its successors or assigns, may reasonably deem proper in order to assert or enforce any claim, right, or title of any kind in and to the Assigned Patent, and to defend and compromise any and all actions, suits, or proceedings in respect of any of the foregoing, and generally to do any and all such acts and things in relation thereto as Assignee, or its successors or assigns, shall reasonably deem advisable, including, but not limited to, the execution and delivery of any and all assignments and instruments in furtherance hereof. Each of Assignors declare that the appointment hereby made and the powers hereby granted are coupled with an interest and shall be irrevocable by Assignor.


4. Representations. Each of Assignors represents and warrants that: (i) he, together with the other inventors and their assignees, are the sole and exclusive owners of the entire right, title and interest in and to the Assigned Patent (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) he has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein); and (iii) he has not executed, and will not execute, any agreement or other instrument in conflict herewith.

5. Miscellaneous. This Assignment shall be governed, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to any state's choice of laws to the contrary. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Assignment may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument. Facsimile copies of any signature to this Assignment shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Assignment on the date first above written.

"ASSIGNOR"

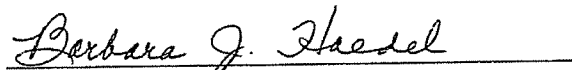
  
Peretz J. Shiloh

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

STATE OF Pennsylvania )  
 ) ss:  
COUNTY OF Montgomery )

On this 19th day of July, 2006, there appeared before me Peretz J. Shiloh, personally known to me or who proved to me his identity, who stated that he executed this Assignment as his voluntary act and deed for the purposes stated therein.

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
BARBARA J. HAEDEL, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires August 6, 2009

  
Signed

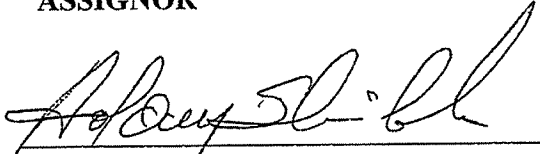
My Commission Expires: \_\_\_\_\_

BARBARA J. HAEDEL  
Printed

County of Residence: Montgomery

[Signature pages continue]

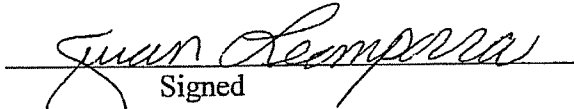
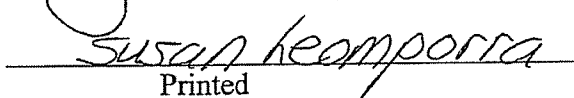
"ASSIGNOR"

  
Adam Shiloh

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

STATE OF PA )  
COUNTY OF BUCKS ) ss:

On this 20<sup>th</sup> day of July, 2006, there appeared before me Adam Shiloh, personally known to me or who proved to me his identity, who stated that he executed this Assignment as his voluntary act and deed for the purposes stated therein.

  
Signed  
  
Printed

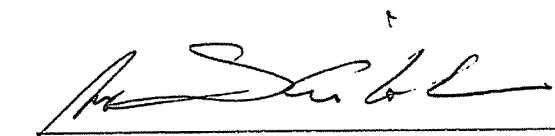
My Commission Expires: 11/8/07

County of Residence: BUCKS

COMMONWEALTH OF PENNSYLVANIA  
Notary Seal  
Susan Leomporra, Notary Public  
Lower Southampton Twp., Bucks County  
My Commission Expires Nov. 8, 2007  
Member, Pennsylvania Association Of Notaries

[SIGNATURE PAGES CONTINUE]


"ASSIGNOR"

  
\_\_\_\_\_  
Avraham Shiloh

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

STATE OF New Jersey )  
COUNTY OF Middlesex ) ss:

On this \_\_\_\_\_ day of July, 2006, there appeared before me Steven R. Evers, personally known to me or who proved to me his identity, who stated that he executed this Assignment as his voluntary act and deed for the purposes stated therein.

  
\_\_\_\_\_  
Signed  
Lauraine B. Kastner  
\_\_\_\_\_  
Printed  
Attorney, State of NJ

My Commission Expires: \_\_\_\_\_

County of Residence: Middlesex

"ASSIGNEE"

**AUTOMATED PRODUCTION SYSTEMS, INC.**

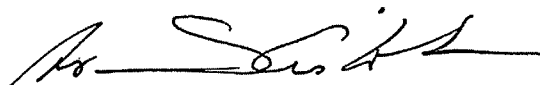
By:   
\_\_\_\_\_  
Avraham Shiloh, President

Exhibit A

1. U.S. Patent No. 4,633,919, Machine for cutting, bending and forming axial lead components, issued January 6, 1987.
2. U.S. Patent No. 4,596,325, Adjustable loose and carded component feeder, issued June 24, 1986.
3. U.S. Patent No. 4,840,204, Axial component lead cutter and former, issued June 20, 1989.

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