

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Asset Purchase Agreement	
CONVEYING PARTY DATA		
Name		Execution Date
China FTL-Production Systems LLC		08/09/2006
RECEIVING PARTY DATA		
Name:	TBT TIEFBOHRTECHNIK GmbH + Co	
Street Address:	Siemensstrabe 1	
City:	Dettingen/Erms	
State/Country:	GERMANY	
Postal Code:	72581	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Patent Number:	5759140	
Patent Number:	RE37794	
CORRESPONDENCE DATA		
Fax Number:	(312)577-7007	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-577-7000	
Email:	cgardner@fitcheven.com	
Correspondent Name:	Stephen S. Favakeh	
Address Line 1:	120 S. LaSalle Street, Ste 1600	
Address Line 4:	Chicago, ILLINOIS 60603-3406	
ATTORNEY DOCKET NUMBER:	7802/55707	
NAME OF SUBMITTER:	Stephen S. Favakeh	
Total Attachments: 7 source=assignment from China FTL to TBT#page1.tif source=assignment from China FTL to TBT#page2.tif source=assignment from China FTL to TBT#page3.tif		

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Agreement

between

CHINA FTL-PRODUCTION SYSTEMS LLC,- hereinafter **SELLER** -

and

TBT TIEBOH-TECHNIK GmbH & Co.,- hereinafter **BUYER** -**Preamble**

Whereas, **SELLER** is the registered proprietor of various pending patents and/or patent applications listed in Annex I (hereinafter the **PATENTS**);

Whereas, **SELLER** intends to sell and transfer its right and title to and interest in the **PATENTS** to **BUYER**;

[REDACTED]

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Now, therefore, the parties hereto agree as follows:

1. SELLER herewith sells and assigns to BUYER:

1.1 all of SELLER'S rights and title to and interest in the PATENTS;

1.2 the right to recover damages and to take all such proceedings as may be necessary for the recovery of damages or be otherwise necessary in respect of all infringements of the PATENTS whether committed before or after the date of this Agreement.

2. SELLER shall, upon execution of this Agreement, deliver to BUYER the correspondence between SELLER and the respective Patent Office relating to the PATENTS.

3. SELLER shall, at the discretion of BUYER, execute any further documents and shall take all necessary steps as BUYER may require to enable BUYER to become registered proprietor of the PATENTS and to secure the benefits of the rights hereby assigned. In particular, SELLER shall duly execute the "Deed of Assignment" (enclosed as Annex II hereto) and shall return the same to BUYER no later than 15 working days after BUYER has transferred to SELLER the first partial sum of the purchase price as set out in item 10 of this Agreement.

4. Nothing in this Agreement is or shall be construed as

4.1 a warranty or representation by SELLER as to the validity or scope of any of the PATENTS;

4.2 a warranty or representation by SELLER that anything made, used, sold or otherwise disposed of under the PATENTS is or will be free from infringement of patents, copyrights or other rights of third parties;

4.3 an obligation to furnish any technical information or know-how;

4.4 an assignment or obligation to assign or a license or an obligation to license any SELLER'S IP rights different from PATENTS to BUYER.

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4.3 a covenant of SELLER not to assert any IP rights different from PATENTS or any other rights against BUYER.

5. SELLER warrants and represents that he owns or controls all rights, titles and interest in and to the PATENTS, that he has the right and authority to enter into this Agreement, that there are no known outstanding claims or licenses. BUYER knows that an opposition is pending against EP 0 821 631 B1.
- [REDACTED]
- [REDACTED]
- [REDACTED]

8. In consideration of the rights transferred from SELLER to BUYER, BUYER shall pay to SELLER a purchase price to an amount of [REDACTED] (no VAT will in addition be paid).
9. The Parties agree that the costs to be paid for the currently outstanding renewal fees and the assignment of the PATENTS shall be equally shared between the Parties. All future annuities for PATENTS, which the BUYER wishes to maintain, have to be paid solely by the BUYER.
10. The purchase price and the share of costs as set out in items 8 and 9 shall be paid as follows:
- 10.1 A first partial sum of the purchase price to the amount of [REDACTED] to be paid no later than 10 working days after both BUYER and SELLER have signed the agreement.
- 10.2 A second partial sum of the purchase price to the amount of [REDACTED] and the share of costs of BUYER no later than 10 working days after the PATENTS have been assigned to BUYER.
11. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Federal Republic of Germany.

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12. Should any provision of this Agreement be invalid or unenforceable or should the Agreement contain an omission, the remaining provisions shall remain valid. In the place of an invalid provision, a valid provision which comes economically closest to the one actually agreed upon is presumed to be agreed upon by the parties; the same shall apply in the case of an omission.

Dattien, 07-Aug-2006
(Place and Date)

[Signature]
(Signature) Chen Yangkai

Dattien, 02-Aug-2006
(Place and Date)

[Signature]
(Signature)

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Annex 1
List of Patents

BR 9608091-4 A
CA 2218624 C
DE 696335601 T2
EP 0821631 B1
FR 9821631
EP (UK) 0821631
MX 215847
U.S. 5,759,140 A
U.S. RE37,794 B

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Annex II

DEED OF ASSIGNMENT

CHINA FTL-PRODUCTION SYSTEMS LLC, the undersigned owner of the patents/patent applications mentioned in Annex I (hereinafter the PATENTS)

herewith assign the PATENTS with all rights and duties to

TBT TIEBOHRTTECHNIK GmbH & Co.,

and agree that the assignment be recorded in the register of each respective Patent Office.

Dalian, dated 09-Aug-2006
(place) (date)



(name) Chen Yongtao

(title) Chairman of China FTL-PRODUCTION SYSTEMS LLC

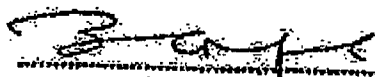
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DECLARATION OF ACCEPTANCE

TBT TIEFBOHRTECHNIK GmbH & Co.

heroby accept the afore-mentioned assignment regarding the PATENTS and apply for
recording of the assignment in the register of the respective Patent Offices.

Deffingen 02-AUG-2006
(place) (date)


(name) Bernd Nagel
(title) Managing Director

PATENT

RECORDED: 02/15/2007

REEL: 018891 FRAME: 0705