

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Asset Purchase and Sale Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Acertek, S.A. de C.V.	09/22/2004
Precision Mecanica Nacional, S.A. de C.V.	09/22/2004
RECEIVING PARTY DATA	
Name:	Stucki de Mexico, S. de R.L. de C.V.
Street Address:	2600 Neville Road
Internal Address:	c/o A. Stucki Company
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15225
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	6739438
Patent Number:	6551003
Patent Number:	6234283
Patent Number:	6193028
CORRESPONDENCE DATA	
Fax Number:	(412)209-1845
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>
Phone:	4122974731
Email:	jmartinez@cohenlaw.com
Correspondent Name:	Cohen & Grigsby, P.C.
Address Line 1:	11 Stanwix Street
Address Line 2:	15th Floor
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222-1319
ATTORNEY DOCKET NUMBER:	10271.100 INTREXON

CH \$160.00 6739438

NAME OF SUBMITTER:

Jennifer L. Martinez

Total Attachments: 27

source=AssetPurchaseAgreement#page1.tif
source=AssetPurchaseAgreement#page2.tif
source=AssetPurchaseAgreement#page3.tif
source=AssetPurchaseAgreement#page4.tif
source=AssetPurchaseAgreement#page5.tif
source=AssetPurchaseAgreement#page6.tif
source=AssetPurchaseAgreement#page7.tif
source=AssetPurchaseAgreement#page8.tif
source=AssetPurchaseAgreement#page9.tif
source=AssetPurchaseAgreement#page10.tif
source=AssetPurchaseAgreement#page11.tif
source=AssetPurchaseAgreement#page12.tif
source=AssetPurchaseAgreement#page13.tif
source=AssetPurchaseAgreement#page14.tif
source=AssetPurchaseAgreement#page15.tif
source=AssetPurchaseAgreement#page16.tif
source=AssetPurchaseAgreement#page17.tif
source=AssetPurchaseAgreement#page18.tif
source=AssetPurchaseAgreement#page19.tif
source=AssetPurchaseAgreement#page20.tif
source=AssetPurchaseAgreement#page21.tif
source=AssetPurchaseAgreement#page22.tif
source=AssetPurchaseAgreement#page23.tif
source=AssetPurchaseAgreement#page24.tif
source=AssetPurchaseAgreement#page25.tif
source=AssetPurchaseAgreement#page26.tif
source=AssetPurchaseAgreement#page27.tif

ASSET PURCHASE AND SALE AGREEMENT
BY AND AMONG
STUCKI DE MÉXICO, S. DE R.L. DE C.V. (AS BUYER)
AND
ACERTEK, S.A. DE C.V. AND
PRECISIÓN MECÁNICA NACIONAL, S.A. DE C.V. (AS SELLERS)

DATED AS OF SEPTEMBER 22, 2004

ASSET PURCHASE AND SALE AGREEMENT

THIS ASSET PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into this 22nd day of September, 2004, by Stucki de México, S. de R.L. de C.V., a Mexican *sociedad de responsabilidad limitada de capital variable* ("Buyer"), and Acertek, S.A. de C.V. ("Acertek") and Precisión Mecánica Nacional, S.A. de C.V. ("PMN" and, together with Acertek, each, a "Seller" and, collectively, the "Sellers"), each of Acertek and PMN a Mexican *sociedad anónima de capital variable*.

RECITALS

A. Acertek operates a manufacturing facility located in Av. Los Andes # 200, Fracc. Coyoacán, Monterrey, Nuevo León, México, as described in more detail on Schedule D attached hereto and forming a part hereof (the "Facility") at and from which Acertek manufactures and distributes brake beams for use in railroad cars (the "Acertek's Operation").

B. PMN owns the Facility and the land on which the Facility is located, as described in more detail on Schedule D hereto (such land, the "Real Property").

C. Buyer desires to purchase: (i) from Acertek the assets owned and currently used by Acertek for the purposes of conducting Acertek's Operation; and, (ii) the Real Property and Facility owned by PMN and currently occupied by Acertek, so that Buyer can conduct an operation comparable to Acertek's Operation at and from the Facility from and after the Closing Date (as hereinafter defined), and Sellers desire to sell, transfer and assign the Total Purchased Assets to Buyer, on the terms and conditions and for the consideration set forth herein.

D. Each of Acertek and PMN recognizes that the sale of the Real Property and Facility to Buyer pursuant to the terms and conditions set forth in this Agreement is essential and constitutes a condition precedent to, the transactions contemplated by this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Buyer and Sellers hereby agree as follows:

1. Definitions and Terms. As used in this Agreement, the following terms shall have the meanings set forth or referenced below:

REDACTED



REDACTED



PATENT

REDACTED

"Intellectual Property" shall have the meaning set forth in Section 2.1(a)(v) of this Agreement.

REDACTED

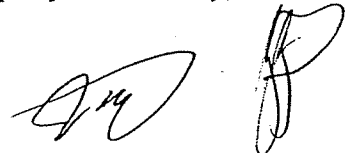
Two handwritten signatures in black ink, one appearing to be 'E.M.' and the other a stylized signature.

REDACTED

2. The Transaction.

2.1 Purchase and Sale of Assets. Upon the terms and subject to the conditions of this Agreement, Sellers hereby agree to, sell, assign and transfer to Buyer, and Buyer agrees to purchase from Sellers on and as of the Closing Date their respective following assets (collectively, the "Total Purchased Assets" and, excluding the Real Property and Facility, the "Purchased Assets"):

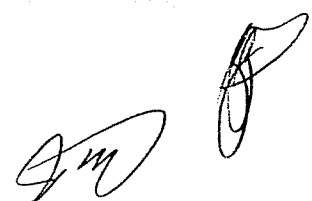
(a) From Acertek:

Two handwritten signatures in black ink, one to the left and one to the right, appearing to be initials or names.

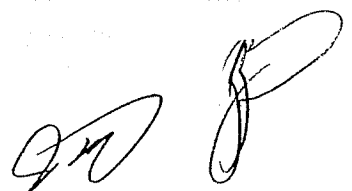
REDACTED

- (v) Intellectual Property. The proprietary information and intellectual property used in, relating to, or useful to the conduct of, Acertek's Operation, including marketing materials and research and development, trademarks, trademark rights, trade names, trade name rights, patents, patent rights, design patents, service marks, service mark rights, copyrights, inventions, inventor's notes, drawings, designs, artwork, Internet protocol addresses, web pages (and content published therein) and Internet domain names and addresses, including the registered trademarks, trademark applications, registered patents and patent applications and copyright applications, copyright registrations and all other intangible property and other proprietary intellectual property rights and computer programs, that are used in, relating to, or useful to the conduct of, Acertek's Operation (collectively, "Intellectual Property"), as listed on Schedule F attached hereto and forming part hereof; and

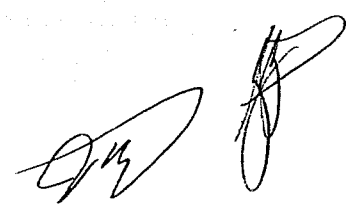
REDACTED

Two handwritten signatures in black ink, one appearing to be 'Jm' and the other a more stylized signature.

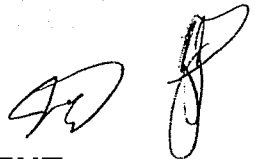
REDACTED

Two handwritten signatures in black ink, one appearing to be 'GM' and the other a more complex cursive signature.

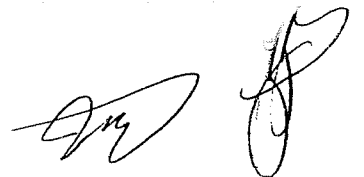
REDACTED

Two handwritten signatures in black ink, one to the left and one to the right of each other.

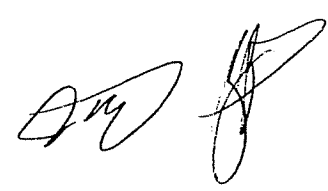
REDACTED



REDACTED



REDACTED



REDACTED

The following is a list of the names of the persons who are named in the specification of the invention as being the authors or joint authors of the same, and of the names of the persons who are named in the specification as being the assignors of the invention to the applicant.

The names of the persons named in the specification as being the authors or joint authors of the invention are:

The names of the persons named in the specification as being the assignors of the invention to the applicant are:

REDACTED

The following is a list of the names of the persons who are named in the specification of the invention as being the authors or joint authors of the same, and of the names of the persons who are named in the specification as being the assignors of the invention to the applicant.

The names of the persons named in the specification as being the authors or joint authors of the invention are:

The names of the persons named in the specification as being the assignors of the invention to the applicant are:

The following is a list of the names of the persons who are named in the specification of the invention as being the authors or joint authors of the same, and of the names of the persons who are named in the specification as being the assignors of the invention to the applicant.

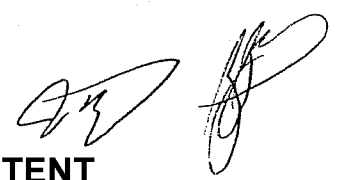
The names of the persons named in the specification as being the authors or joint authors of the invention are:

The names of the persons named in the specification as being the assignors of the invention to the applicant are:

The following is a list of the names of the persons who are named in the specification of the invention as being the authors or joint authors of the same, and of the names of the persons who are named in the specification as being the assignors of the invention to the applicant.

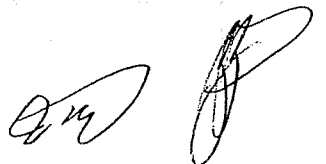
The names of the persons named in the specification as being the authors or joint authors of the invention are:

The names of the persons named in the specification as being the assignors of the invention to the applicant are:



REDACTED

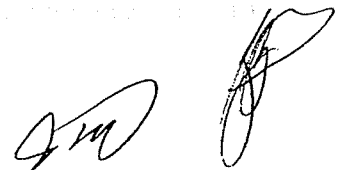
REDACTED

Two handwritten signatures in black ink, one appearing to be 'G.M.' and the other a more complex scribble.

Faint, illegible text, likely bleed-through from the reverse side of the page.

REDACTED


Faint, illegible text, likely bleed-through from the reverse side of the page.

Two handwritten signatures in black ink, one appearing to be 'J.M.' and the other a more stylized signature.

Faint, illegible text, likely bleed-through from the reverse side of the page.

REDACTED

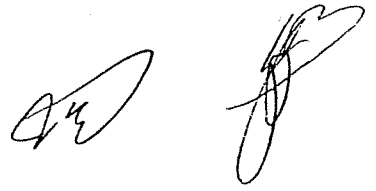
Faint, illegible text, likely bleed-through from the reverse side of the page.



Faint, illegible text, likely bleed-through from the reverse side of the page.

REDACTED

Faint, illegible text, likely bleed-through from the reverse side of the page.

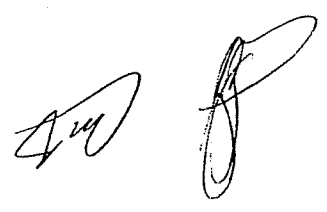


REDACTED

Faint, illegible text at the top of the page, possibly bleed-through from the reverse side.

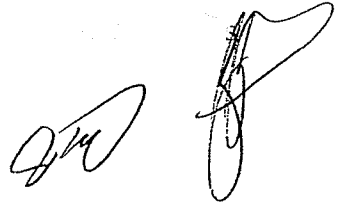
REDACTED

Large area of faint, illegible text in the middle of the page, likely bleed-through from the reverse side.



F

REDACTED

Two handwritten signatures in black ink, one to the left and one to the right, both appearing to be initials or names.

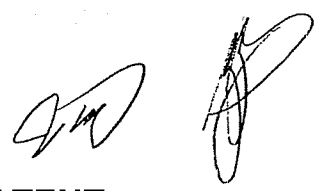
Faint, illegible text at the top of the page, possibly a header or introductory paragraph.

Second block of faint, illegible text, likely a continuation of the document's content.

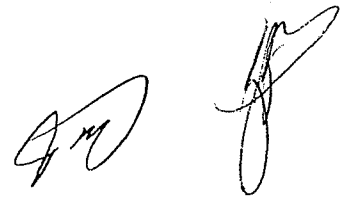
REDACTED

Third block of faint, illegible text, possibly a signature or a specific section header.

Fourth block of faint, illegible text, likely the main body of the document.

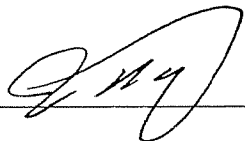


REDACTED

Two handwritten signatures in black ink, one to the left and one to the right, appearing to be initials or names.

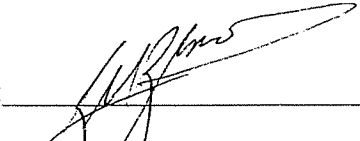
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

STUCKI DE MÉXICO, S. DE R.L. DE C.V. ACERTEK, S.A. DE C.V.

By: 

Jorge Alberto de la Fuente Fariás

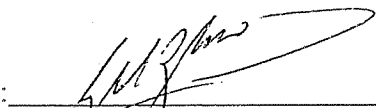
Attorney in fact

By: 

Gabriel Zambrano Benítez

Attorney in fact

**PRECISIÓN MECÁNICA NACIONAL,
S.A. DE C.V.**

By: 

Gabriel Zambrano Benítez

Attorney in fact

ASSET PURCHASE AND SALE AGREEMENT

SCHEDULE "F"

INTELLECTUAL PROPERTY

I.- Trademarks:

Mark: ACERTEK

File No.: 104796

Legal date: January 17, 1991

Registration No.: 395583

Registration date: May 20, 1991

Renewal date: January 16, 2011

Class: 6

II.- Patents:

In the United States of America.

Patent: Brake Rigging System

File No.: 09/650,453

Legal date: August 29, 2000

Patent No.: 6,739,438

Granting date: May 25, 2004

Expiration date: August 28, 2020

Patent: Joint for pivotally joining a brake head to a brake beam


PATENT

REEL: 019399 FRAME: 0027

Legal date: September 25, 2000
Patent No.: 6,551,003
Granting date: April 22, 2003
Expiration date: September 24, 2020

Patent: Brake beam structure
File No.: 09/256,891
Legal date: February 24, 1999
Patent No.: 6,234,283
Granting date: May 22, 2001
Expiration date: February 23, 2019

Patent: Reversible fulcrum for a strut
File No.: 09/234,803
Legal date: January 19, 1999
Patent No.: 6,193,028
Granting date: February 27, 2001
Expiration date: January 18, 2019

In Mexico

Patent: Apparatus to test the resistance to vibration of brake beams
File No.: 024154
Legal date: January 16, 1991
Patent No.: 171,498

Granting date: October 26, 1993

Expiration date: January 15, 2011

Patent: "Joint for isolation and softening to set up break beams in bearing joints for railway car trucks"

File No.: 002,5020

Legal date: March 22, 1991

Patent No.: 173,192

Granting date: January 31, 1994

Expiration date: March 21, 2011

Patent owned by Jesús Eugenio Garcia-Gardea

Patent: "Apparatus to test the resistance to vibration of brake beams for railway car truck assemblies"

File No.: 733,312

Legal date: July 22, 1991

Patent No.: 5,197,333

Granting date: March 30, 1993

Expiration date: July 21, 2011

III.- Software:

Aceretk SIA: Software for the Inventory, Purchase and Shipment department.



PATENT