

**PATENT ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
A.M.S.E.A., Inc.	07/07/2006
RECEIVING PARTY DATA	
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PROPERTY NUMBERS Total: 1	
Property Type	Number
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ATTORNEY DOCKET NUMBER:	09631.009089
NAME OF SUBMITTER:	James M. Hannon

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Total Attachments: 6  
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## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") is made and entered into as of this 7<sup>th</sup> day of July, 2006, ("Effective Date"), by and between A.M.S.E.A., INC., a Michigan corporation ("Assignor") and MPI INTERNATIONAL, INC., a Michigan corporation ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement by and among Assignee, Assignor, R.S.D. Technologies, L.L.C ("RSD") and A.M.S.E.A., LLC ("AMSEA LLC") dated July 6, 2006 (the "Agreement"), Assignor, RSD and AMSEA LLC have agreed to sell, and Assignee has agreed to purchase, all assets, properties and rights pertaining to the Business (as defined in the Agreement);

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under that United States patent identified and set forth on Schedule A hereto (the "Patent"); and

WHEREAS, Assignee wishes to acquire, and Assignor wishes to assign, all right, title and interest in and to the Patent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Patent, for the United States and for all foreign countries, including without limitation any continuations, utility conversions, divisions, continuations-in-part, reissues, reexaminations, substitutions, extensions or foreign equivalents thereof, and including the subject matter of all claims which may be obtained therefrom for its 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, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patent, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

2. Assignor also does hereby sell, assign, transfer and set over to Assignee and its successors, assigns, and other legal representatives the entire right, title, and interest in and to the inventions disclosed in the Patent, throughout the world, including without limitation the right to file applications and obtain patents, utility models, industrial models and designs for such inventions in Assignee's own name throughout the world including all rights of priority, all rights to publish cautionary notices reserving ownership of such inventions, and all rights to register such inventions in appropriate registries; and Assignor further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such right, title, and interest in Assignee and its successors, assigns and other legal representatives.

3. Assignor shall, at Assignee's request, take all further actions, and provide Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and

assistance (including, without limitation, the execution and delivery of all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation) requested by Assignee to more fully and effectively effectuate the purposes of this Assignment.

4. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Patent.

IN TESTIMONY WHEREOF, Assignor and Assignee have caused this Patent Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 7<sup>th</sup> day of July, 2006.

**ASSIGNOR**

By: **A.M.S.E.A., Inc.**

Name: *[Signature]*

Title: *PRESIDENT.*

IN TESTIMONY WHEREOF, Assignor and Assignee have caused this Patent Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 7<sup>th</sup> day of July, 2006.

ASSIGNEE

By: **MPI International, Inc.**

Name: *Michael J. Quinn*

Title: *CFO & Secretary*



**SCHEDULE A**

**U.S. PATENT**

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
Laminated shift fork assembly	7,040,190	May 9, 2006