

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Production Research Inc.	09/14/2007
RECEIVING PARTY DATA	
Name:	Donald J Blessing
Street Address:	510 Seneca Drive
City:	Montpelier
State/Country:	OHIO
Postal Code:	43543
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6592348
CORRESPONDENCE DATA	
Fax Number:	(517)482-0887
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 1:	124 West Allegan Street
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Address Line 4:	Lansing, MICHIGAN 48933
ATTORNEY DOCKET NUMBER:	BLESSING 215009-2
NAME OF SUBMITTER:	Mary M. Moyne
Total Attachments: 21 source=348ASSIGNMENT#page1.tif source=348ASSIGNMENT#page2.tif source=348ASSIGNMENT#page3.tif source=348ASSIGNMENT#page4.tif	

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ASSIGNMENT OF PATENT

WHEREAS, Production Research Inc., an Ohio corporation whose address is 107 West Alexis Road, Toledo, Ohio 43612 (hereinafter "Assignor"), is the owner U.S. Patent No. 6,592,348 issued on July 15, 2003 titled Lubricant Pump and Method of Producing, (hereinafter "the Patent");

WHEREAS, as of the date of this Assignment of Patent (hereinafter "this Assignment"), Assignor is the sole owner of, and has paid all required maintenance fees for, the Patent; and

WHEREAS, Donald J. Blessing, an individual residing at 510 Seneca Drive, Montpelier, Ohio 43543 (hereinafter "Assignee"), is desirous of acquiring the entire right, title, and interest in the Patent;

NOW, THEREFORE in consideration of Assignee's agreement to: (i) dismiss his lawsuit in the matter entitled *Blessing, et al v Toledo Tool & Die, Inc., et al*, U.S. District Court Case No. 2:06-CV-10618 pursuant to the Stipulation to Dismiss Lawsuit entered into between Assignor and Assignee (collectively, "the Parties") on October 4, 2007 and attached to this Assignment as Exhibit A, and (ii) release Assignor from all claims pursuant to the Settlement Agreement and Mutual Release executed by the Parties on September 12, 2007 and attached to this Assignment as Exhibit B, and other good and valuable consideration, the receipt whereof is acknowledged, Assignor, by these presents does sell, assign, and transfer unto Assignee, the entire right, title, and interest in and to the Patent; the same to be held and enjoyed by Assignee for his own use and behoof and for his legal representatives and assigns, to the full end of the term for which the Patent

is granted, as fully and entirely as the same would have been held by Assignor had this Assignment not been made.

Executed this 14th day of September, 2007, at TOLEDO, OH

ASSIGNOR:

PRODUCTION RESEARCH INC.

By: [Signature]
Its: President

STATE OF OHIO)
COUNTY OF Lucas) SS:

Before me, a notary public in and for the county stated above, personally appeared Anthony Kujawa III the President of Production Research Inc., and acknowledged the foregoing instrument to be his/her free act, and deed and also represented that he/she is authorized to execute the same, this 14 day of September, 2007.

Lisa A. Kelley
Notary Public, Lucas County, OHIO
Acting in Lucas County, OHIO
My commission expires: 10-1-11



LISA A. KELLEY
Notary Public, State of Ohio
My Commission Expires 10-4-11

EXHIBIT A

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

BLESSING ASSOCIATES, INC., a Michigan
Corporation and DONALD J. BLESSING,

Plaintiffs,

Case No.: 06-10618

Hon. Marianne O. Battani

v.

TOLEDO TOOL & DIE, INC, an Ohio
Corporation, PRODUCTION RESEARCH, INC,
an Ohio Corporation and STEPHEN D.
JOHNSON,

Defendants.

ORDER OF DISMISSAL WITH PREJUDICE

This matter having come before the Court on the stipulation of the parties, and
the Court being otherwise fully advised;

IT IS ORDERED, that the above-captioned action, including Plaintiffs' Second
Amended Complaint and Defendants' Counterclaim, is dismissed with prejudice and
without attorney fees or costs to any party.

s/Marianne O. Battani
HON. MARIANNE O. BATTANI
UNITED STATES DISTRICT COURT JUDGE

Dated: October 4, 2007.

EXHIBIT B

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

September

This Settlement Agreement and Mutual Release ("Agreement") is executed as of August 12, 2007, between Toledo Tool & Die, Co., Inc. ("TTD"), Production Research, Inc. and Production Research, LLC ("jointly-Production"), Stephen D. Johnson ("Johnson") (hereinafter TTD, Production and Johnson are collectively referred to as the "TTD Parties"), Blessing Associates, Inc. ("BAI") and Donald J. Blessing ("Blessing") (hereinafter referred to as the "Blessing Parties"). The TTD Parties and the Blessing Parties are collectively referred to as "the Parties".

For purposes of this Agreement, TTD means not only the entity itself, but also its shareholders, officers, directors, members, successors, assigns, employees, agents, attorneys, parent, subsidiaries, and affiliates.

For purposes of this Agreement, Production means not only the entities themselves, but also their shareholders, officers, directors, members, successors, assigns, employees, agents, attorneys, parent, subsidiaries and affiliates.

For purposes of this Agreement, Johnson means not only the individual himself but also his heirs, representatives, successors, and assigns.

For purposes of this Agreement, BAI means not only the entity itself, but also its shareholders, officers, directors, members, successors, assigns, employees, agents, attorneys, parent, subsidiaries and affiliates and also, Blessing and Associates, Inc. and its shareholders, officers, directors, members, successors, assigns, employees, agents, attorneys, parent, subsidiaries and affiliates

For purposes of this Agreement, Blessing means not only the individual himself, but also his heirs, representatives, successors, and assigns.

Recitals

A. TTD, BAI and Blessing were parties to an oral contract for the payment of commissions. In 2004, TTD ceased paying commissions to BAI and Blessing based upon sales to a particular customer and subsequently, in January 2005, TTD terminated BAI and Blessing as TTD's sales representative. In addition, Blessing asserted that he was a co-inventor of certain patents known as Patent Number 6,592,348 assigned to Production Research, Inc. and Patent Number 7,220,111 assigned to Production Research, LLC (collectively "the Patents") relating to a pump invention. Each of the Patents claim and disclose a novel fuel pump (collectively "Pumps") and name Johnson as the inventor. TTD financed the innovation and development of the Pumps and the issuance of the Patents. Johnson assigned both of the Patents to the Production entities as stated above. A dispute arose between the parties concerning both commissions allegedly due and owing pursuant to the oral contract and regarding ownership and co-inventorship of the Patents.

B. The TTD Parties and the Blessing Parties are engaged in a civil action now pending in the United States District Court, Eastern District of Michigan before the Honorable Marianne Battani, entitled, Blessing Associates, Inc. and Donald J. Blessing v. Toledo Tool & Die, Inc., Production Research, Inc. and Stephen D. Johnson, Case No. 06-10618 (the "Litigation").

C. The TTD Parties and the Blessing Parties desire to enter into this Agreement for the purpose of fully and finally resolving any and all claims and counter-claims relating in any fashion to the Litigation.

D. The TTD Parties and the Blessing Parties are willing to compromise the claims against each other because of the time, effort, expense and uncertainty of the Litigation.

THEREFORE, in consideration of the promises, undertakings, payments and releases stated herein, the sufficiency of which consideration is hereby acknowledged, the TTD Parties and the Blessing Parties agree, each with the other, as follows:

Terms and Conditions

1. **Incorporation of Recitals.** The above Recitals are incorporated into the terms and conditions of this Agreement by reference.
2. **Assignment of the Patents.** The TTD Parties agree to assign all of their rights, title and interest, whatever that may be, in the Patents. The TTD Parties represent that they have no other United States or foreign patents for the Pumps and that there are no other United States or foreign applications for patents pending for the Pumps. This Assignment relates only to the Patents themselves. As such, the Blessing Parties and Johnson agree that this Assignment does not concern, and none of them has any rights to or title or interest in, any equipment, tools or other property owned or held by TTD or Production relating to the Pumps.
3. **No Interference.** The Blessing Parties agree that from the date of this Agreement until the end of time, none of them will comment on or make any statement of any kind referring to TTD or Production or with respect to any of the TTD Parties' business dealings with any person, entity or governmental agency, nor will any of the Blessing Parties take any actions or make any statements that are intended to have the affect of disparaging any of the TTD Parties.
4. **No Assignment of Causes of Action and the Patents.** The TTD Parties and the Blessing Parties each represent and warrant that they have not assigned or otherwise transferred to any other person or entity any claim or cause of action they now have, or have ever had, that arise out of or relate to the subject matter of the Litigation and the defenses thereto. The TTD

Parties represent and warrant that they have not assigned the Patents or any iteration thereof to any other person or entity.

5. **Payment.** TTD agrees to pay to the Blessing Parties the total sum of Two Hundred Sixty-Three Thousand and 00/100 (\$263,000.00) Dollars by check made payable to "Blessing Associates, Inc. and Fraser Trebilcock Davis & Dunlap, P.C.". TTD shall transmit its \$263,000.00 check to its attorney upon its attorney's receipt of the Blessing Parties' executed Agreement and in turn, its attorney shall transmit TTD's check to the Blessing Parties' attorney, Michael H. Perry of Fraser Trebilcock Davis & Dunlap, P.C., upon receipt of the latter's executed Stipulated Order of Dismissal as provided in Paragraph 6 below and such Order's entry by the Court.

6. **Mutual Release of All Claims.** All of the TTD Parties and all of the Blessing Parties release and forever discharge each other from any and all claims, rights, duties, obligations, debts, liabilities, damages, injuries, actions or causes of action of any nature whatsoever, whether known or unknown, which any of them has or may have against each other as of the date of this Agreement, or which has occurred prior to the date of this Agreement, with the only exception being those claims necessary to enforce the terms and conditions of this Agreement.

7. **Stipulated Dismissal.** Upon the occurrence of the conditions set forth in Paragraphs 1 and 5, above, the TTD Parties and the Blessing Parties, through their attorneys, shall execute a stipulated order of dismissal dismissing the Litigation with prejudice and without the payment of costs or attorneys' fees to any of them.

8. **No Admission of Liability.** This Agreement is a compromise of the Parties' respective claims and defenses. The mutual promises and releases in this Agreement are not

admissions of liability by any of the Parties. This Agreement is the compromise of disputed claims and all liability is expressly denied by the Parties. This Agreement shall not be used or construed as an admission of liability, fact, or wrongdoing by or against any Party for any purpose, except for the enforcement of this Agreement.

9. **Covenant Not to Sue.** The Parties warrant to each other that no claim released by this Agreement shall be brought by any of them or any entity or person claiming by or through any of the Parties. The Parties covenant to each other that they shall not initiate any action, request for investigation, or any other activity in any court, administrative or governmental body, or any other forum based on any facts relating to the Litigation or the transactions or claims released by this Agreement.

10. **Confidentiality.** The terms of this Agreement are confidential and shall not be divulged by the TTD Parties, the Blessing Parties, or their respective professionals to any third party except as required by law or to enforce this Agreement.

11. **Drafting of Document.** The Parties and their respective counsel have reviewed and participated in the drafting of this Agreement. For purposes of the principles of law, no party to this Agreement shall be deemed to be the drafter of this Agreement.

12. **Binding on Successors and Assigns.** This Agreement is binding on and for the benefit of the Parties and their successors and assigns.

13. **No Modification.** This Agreement may not be modified, amended, altered, or supplemented except upon the execution and delivery of a written agreement executed by the Parties.

14. **No Tax Obligations.** The Blessing Parties agree that they are solely responsible for all tax obligations, including, but not limited to, all payment obligations, which may arise as a

consequence of the settlement set forth in this Agreement. The Blessing Parties further agree to hold the TTD Parties harmless from and against any and all loss, cost, damage or expense, including, without limitation, attorney's fees, interest, taxes, assessments, withholding and penalties, arising out of any of the proceeds received by the Blessing Parties as a result of this settlement. The Blessing Parties further agree not to seek or make any claim against the TTD Parties or others released herein for any loss, cost, damage or expense if a claim or adverse determination is made in connection with any failure to withhold or other federal, state or local tax treatment of any of the proceeds of this settlement or any portion thereof. The Blessing Parties understand and agree that the TTD Parties have no duty to defend against any claim or assertion in connection with the non-withholding or other tax treatment of the proceeds of this settlement or any portion thereof, and the Blessing Parties agree to assume full responsibility for defending against any such claim or assertion.

15. **Final Agreement.** This Agreement contains the final, complete and exclusive agreement between the Parties hereto. The terms of this Agreement are contractual and are not mere recitals. This Agreement is executed without reliance upon any promise, warranty or representation by any Party or any representative of any Party other than those expressly contained herein, and all Parties have carefully read this Agreement, have been advised of its meaning and consequences by their attorneys and have signed the same of their own free will.

16. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

17. **Exclusive Jurisdiction.** The Parties agree that any disputes arising under this Agreement shall be brought in the exclusive jurisdiction of the United States District Court, Eastern District of Michigan.


18. **Review and Authorization.** Each of the Parties acknowledges that they have reviewed this Agreement with counsel prior to its execution. The Parties also acknowledge that the terms and conditions of this Agreement stated above constitute sufficient, adequate and satisfactory consideration for the enforcement of the terms of the Agreement.


19. **Captions.** The captions to the various sections of this Agreement are for the convenience of the Parties only and shall not affect the meaning or the interpretations of this Agreement.

20. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement.

21. **Authority to Execute this Agreement.** The undersigned expressly represent and warrant that they have the authority to execute this Agreement for and upon behalf of the respective corporate entities which are parties hereto.

BLESSING ASSOCIATES, INC.

By: 
Its: PRESIDENT
Date: September 12, 2007


Donald J. Blessing
Date: September 12, 2007

TOLEDO TOOL & DIE, CO., INC.

By: _____
Its: _____
Date: _____

PRODUCTION RESEARCH, LLC

By: _____
Its: _____
Date: _____

PRODUCTION RESEARCH, INC.

Stephen D. Johnson

Date: _____

By: _____

Its: _____

Date: _____

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("Agreement") is executed as of September ____, 2007, between Toledo Tool & Die, Co., Inc. ("TTD"), Production Research, Inc. and Production Research, LLC ("jointly-Production"), Stephen D. Johnson ("Johnson") (hereinafter TTD, Production and Johnson are collectively referred to as the "TTD Parties"), Blessing Associates, Inc. ("BAI") and Donald J. Blessing ("Blessing") (hereinafter referred to as the "Blessing Parties"). The TTD Parties and the Blessing Parties are collectively referred to as "the Parties".

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For purposes of this Agreement, Johnson means not only the individual himself but also his heirs, representatives, successors, and assigns.

For purposes of this Agreement, BAI means not only the entity itself, but also its shareholders, officers, directors, members, successors, assigns, employees, agents, attorneys, parent, subsidiaries and affiliates and also, Blessing and Associates, Inc. and its shareholders, officers, directors, members, successors, assigns, employees, agents, attorneys, parent, subsidiaries and affiliates

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consequence of the settlement set forth in this Agreement. The Blessing Parties further agree to hold the TTD Parties harmless from and against any and all loss, cost, damage or expense, including, without limitation, attorney's fees, interest, taxes, assessments, withholding and penalties, arising out of any of the proceeds received by the Blessing Parties as a result of this settlement. The Blessing Parties further agree not to seek or make any claim against the TTD Parties or others released herein for any loss, cost, damage or expense if a claim or adverse determination is made in connection with any failure to withhold or other federal, state or local tax treatment of any of the proceeds of this settlement or any portion thereof. The Blessing Parties understand and agree that the TTD Parties have no duty to defend against any claim or assertion in connection with the non-withholding or other tax treatment of the proceeds of this settlement or any portion thereof, and the Blessing Parties agree to assume full responsibility for defending against any such claim or assertion.

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BLESSING ASSOCIATES, INC.

By: _____

Donald J. Blessing

Its: _____

Date: _____

Date: _____

TOLEDO TOOL & DIE, CO., INC.

By: Anthony Regener III

Its: President

Date: 9-13-07

PRODUCTION RESEARCH, LLC

By: Anthony Regener III

Its: President

Date: 9-13-07

PRODUCTION RESEARCH, INC.

Stephen D. Johnson

Date: _____

By: Anthony J. Jensen III
Its: President

Date: 9-13-07