

02-05-2008

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103479605

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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)
Rinky Dink Systems, Inc., d/b/a
RD Systems
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Advanced Engineered Systems, Inc.
Internal Address: _____

3. Nature of conveyance/Execution Date(s):
Execution Date(s) 4/6/07
 Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

Street Address: 14328 Commercial Parkway
City: South Beloit
State: IL
Country: USA Zip: 61080
Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s): This document is being filed together with a new application.
A. Patent Application No.(s)
B. Patent No.(s)
Additional numbers attached? Yes No

6,230,538; 6,606,934 and
5,085,312
OPR/FINANCE

5. Name and address to whom correspondence concerning document should be mailed:
Name: Michael E. Grubb
Internal Address: Brennan, Steil & Basting, SC
Street Address: One East Milwaukee Street
Post Office Box 1148
City: Janesville
State: WI Zip: 53547-1148
Phone Number: 608.756.4141
Fax Number: 608.756.9000
Email Address: mgrubb@brennansteil.com

6. Total number of applications and patents involved: 3
7. Total fee (37 CFR 1.21(h) & 3.41) \$ 120.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information
a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number _____
Authorized User Name 02/05/2008 DBYRNE 00000012 6230538
01 FC:8021

9. Signature: [Signature]
Signature
Michael E. Grubb
Name of Person Signing

Date 2/1/08
Total number of pages including cover sheet, attachments, and documents: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

ASSIGNMENT OF PATENTS & INTELLECTUAL PROPERTY

Rinky Dink Systems, Inc. d/b/a RD Systems, an Illinois corporation, James E. Ribordy and Jo Ribordy-Christofferson (collectively "Assignor") hereby assign, transfer and convey to Advanced Engineered Systems, Inc. ("Assignee"), a Wisconsin corporation, all right, title and interest Assignor may have or claim to have in any country and throughout the world in and to all of the following:

(a) any and all designs, processes, formulas, developments, improvements, printed matter and other tangible materials, computer programs, test data, experimental work, samples, work in process and/or trade secrets arising from or in any way growing out of the operation of the business of Rinky Dink Systems, Inc. d/b/a RD Systems ("RD Systems") and/or the design, development, marketing or sale of the products and services of RD Systems at any time prior to the date hereof;

(b) the "RD Systems" and "Rinky Dink Systems" trade names, other trade names, trademarks, service marks and any formatives or derivatives thereof and all other intellectual property rights and interests arising from or attributable to the business of RD Systems;

(c) the patents and any registrations of said patents with the United States Patent and Trademark Office which listed in attached Schedule A which is incorporated herein by reference;

(d) all goodwill of the RD Systems business associated with and/or registered by the foregoing intellectual property, patents and other intangible assets including, but not limited to, any registrations of such intellectual property and patents and any formatives or derivatives thereof.

This Assignment of the intellectual property, patent and other intangible assets is intended to include, and shall include, all right, title and interest of Assignor therein, whether arising under common law, any state or federal law or otherwise, and is meant to include all such right, title and interest of Assignor, both foreign and domestic.

Assignor will assist Assignee in all filings, applications, renewals, perfections, confirmations or other necessary documentation, both foreign and domestic, to facilitate the full and complete transfer and conveyance of said intellectual property, patents and other intangible assets to Assignee and the perfection of Assignee's rights and interests therein. Assignor agrees to execute and deliver to Assignee or its designee all documents requested by Assignee at any time, whether on or after the date of this Assignment, that in Assignee's judgment may be necessary or desirable to accomplish the intent and purpose of this Assignment. Assignor hereby agrees that this Assignment and/or copies thereof may be recorded in the patent office of the United States or any other country and/or any other governmental or public office deemed necessary or appropriate by Assignee.

This Assignment is made pursuant to the terms of an Asset Purchase Agreement dated March 30, 2007 by and between Assignor, as Seller, and Assignee, as Buyer, providing for the purchase by Assignee of certain assets of RD Systems. The consideration for this Assignment is set forth in said Asset Purchase Agreement and documents pertaining thereto, the receipt, adequacy and sufficiency of which is hereby acknowledged.

Dated at Rockford, Illinois as of this 6th day of April, 2007.

Rinky Dink Systems, Inc. d/b/a RD Systems

By: Jo Ribordy-Christofferson, Pres
Jo Ribordy-Christofferson, President

Jo Ribordy-Christofferson
Jo Ribordy-Christofferson, individually

James E. Ribordy
James E. Ribordy, individually

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss
COUNTY OF WINNEBAGO)

On April 6, 2007, before me, Janice H. Jacobs, Notary Public, personally appeared Jo Ribordy-Christofferson as President of Rinky Dink Systems, Inc. d/b/a RD Systems and in her individual capacity and James E. Ribordy in his individual capacity, personally known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the foregoing instrument in the capacity set forth herein.

Janice H. Jacobs, Notary Public
My Commission: 11/15/2009

DECLARATION OF ACCEPTANCE

The undersigned, as President and Chief Executive Officer of Advanced Engineered Systems, Inc. hereby agrees to the aforementioned Assignment and applies for the recording of the Assignment in the registers of the patent office for the United States and for any other country for which it is presented.

Dated at Janesville, Wisconsin as of this 6th day of April, 2007.

Advanced Engineered Systems, Inc.

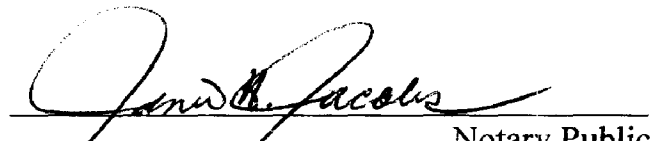
By: 

John H. Stewart
President and Chief Executive Officer

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF ROCK)

On April 6, 2007, before me, Janice H. Jacobs, Notary Public, personally appeared John H. Stewart, as President and Chief Executive Officer of Advanced Engineered Systems, Inc., personally known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the foregoing instrument in the capacity set forth herein.

, Notary Public
My Commission: 11/15/2009

SCHEDULE A
LIST OF PATENTS & PATENT RIGHTS

Assignor: Rinky Dink Systems, Inc. d/b/a RD Systems, James E. Ribordy and Jo Ribordy-
Chrisofferson

Assignee: Advanced Engineered Systems, Inc.

<u>Description</u>	<u>U.S. Patent Number</u>
Method and apparatus for deep drawing using a rotary turret	6,230,538
Ergonomic gas operated gun barrel and method of shortening a gas operated gun	6,606,934
Parts handling machine	5,085,312
Patent rights in cupping press	N/A