

Form PTO-1595

RECORDATION FORM COVER SHEET

PATENTS ONLY

COMMISSIONER FOR PATENTS  
 P.O. Box 1450  
 Alexandria, VA 22313-1450

SIR:

PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENT(S) OR COPY(IES) THEREOF.

1. NAME OF CONVEYING PARTY(IES)

Summit Tool Company

Additional name(s) of conveying party(ies) attached? No

2. NAME(S) AND ADDRESS(ES) OF RECEIVING PARTY(IES)

Mayhew Steel Products, Inc.  
 199 Industrial Boulevard  
 Turners Falls, MA 01376

Additional name(s) of receiving party(ies) attached? No

3. NATURE OF CONVEYANCE

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other

Execution Date: February 22, 2008

4. APPLICATION NUMBER(S) OR PATENT NUMBER(S)

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No(s): 29/250,106; 11/356,132

B. Patent No(s):

C. Issue Batch No.:

D. Issue Date:

Additional numbers attached? No.

5. NAME AND ADDRESS OF PARTY TO WHOM CORRESPONDENCE CONCERNING DOCUMENT SHOULD BE DIRECTED:

Patrick J. O'Shea  
 O'Shea, Getz & Kosakowski, P.C.  
 1500 Main Street, Suite 912  
 Springfield, Massachusetts 01115  
 (413) 731-3100, Extension 102

6. TOTAL NUMBER OF APPLICATIONS AND PATENTS INVOLVED: 1

7. TOTAL FEE DUE: \$80.00

If any additional fee(s) are due, the Commissioner is hereby authorized to charge the Deposit Order Account noted in item 8.

8. DEPOSIT ACCOUNT NUMBER: 50-3381

9. STATEMENT AND SIGNATURE

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Patrick J. O'Shea

*Patrick O'Shea*  
 Signature

*4/3/2008*  
 Date

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being faxed to the United States Patent and Trademark Office Assignment Division, fax number 571-273-0140.

*Kim M. Fiorentino*  
 Kim M. Fiorentino

*4/3/08*  
 Date

CH \$80.00 503381 29250106

## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (the "Assignment") is made this 22<sup>nd</sup> day of February, 2008 by SUMMIT TOOL COMPANY, an Ohio corporation with a principal place of business located at 768 East North Street, Akron, Ohio 44305 (the "Assignor").

WHEREAS, Assignor has entered into an Asset Purchase Agreement dated February 22, 2008 (the "Agreement") with MAYHEW STEEL PRODUCTS, INC. ("Assignee"), a Massachusetts corporation, with a principal place of business located at 199 Industrial Boulevard, Turners Falls, Massachusetts; and

WHEREAS, In connection with the Agreement, Assignor has agreed to assign to Assignee, pursuant to this Assignment, all of Assignor's right, title and interest in and to all U.S and foreign patents and patent applications relative to its division known as "OldForge", as listed on Schedule A attached hereto (collectively, "Patents"); and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in, to and under said Patents.

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

1. Assignor does hereby sell, assign, transfer and set over, unto the said Assignee, its successors, legal representatives and assigns, all of Assignor's right, title and interest worldwide in, to and under the Patents including all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof (including, without limitation, all proceeds thereof and the rights to sue for past, present and future infringements), and all applications for Letters Patent which may hereafter be filed for said Patents in any country or countries foreign to the United States, and all Letters Patent which may be granted for said Patents in any country or countries foreign to the United States hereby authorized, and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to record Assignee as the owner of all such Patents and issue all Letter Patent for said Patents to the said Assignee, as assignee of the patent applications listed on Schedule A hereto, for the sole use of Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

2. The Assignor represents and warrants that it has not engaged in any conduct, or omitted to perform any necessary act, the result of which could invalidate or adversely affect the enforceability of the Patents.

3. The Assignor represents and warrants that the assets being sold to the Assignee pursuant to the Agreement does not infringe any intellectual property or confidential or proprietary rights of another person or entity, and Assignor has not received any notice contesting its right to use any of the assets being sold to Assignee thereunder.

Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee, as assignee of the U.S. Patent Applications listed on Schedule A for the sole use and enjoyment of the Assignee, its successors, legal representatives and assigns.

SUMMIT TOOL COMPANY

By: [Signature]

Title: Vice President

COMMONWEALTH OF MASSACHUSETTS

On this 22<sup>nd</sup> day of February, 2008, before me, the undersigned notary public, personally appeared before me Douglas N. Romstalt, the President of SUMMIT TOOL COMPANY, proved to me through satisfactory evidence of identification, which was Ohio Driver's license, to be the person whose name is signed on this document and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the aforesaid corporation.

[Signature]  
Notary Public

My Commission Expires:



BRIAN W. ALLMAN  
Resident Summit County  
Notary Public, State of Ohio  
My Commission Expires 3-1-09

SCHEDULE A

Pending serial number 29/250,106 "Gasket Scraper" filed 11-2-06  
Known internally as bent or offset scrapers

Pending serial number 11/356,132 "drum brake implement" filed 2-16-06  
Known internally as "Brake Spider"



Dedicated to Intellectual Property Law

Writer's Email: [poshea@ogklaw.com](mailto:poshea@ogklaw.com)  
Writer's Telephone Extension: 102

FACSIMILE TRANSMISSION

**TO:** Commissioner of Patents  
**COMPANY:** United States Patent and Trademark Office  
**FAX NO:** 571-273-0140  
**DATE:** April 3, 2008  
**FROM:** Patrick J. O'Shea  
**RE:** Assignment Recordation from Summit Tool to Mayhew Steel Products

**NO. OF PAGES TO FOLLOW: 3**

**REMARKS:**

Please see the attached assignment recordation.

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**PATENT**

**RECORDED: 04/03/2008**

**REEL: 020761 FRAME: 0564**