

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Tech-Pro, Inc.	03/19/2008
RECEIVING PARTY DATA	
Name:	Alpha Technologies Services LLC
Street Address:	3030 Gilchrist Road
City:	Akron
State/Country:	OHIO
Postal Code:	44305
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5569858
CORRESPONDENCE DATA	
Fax Number:	(617)646-8646
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	617 646 8267
Email:	patents_NeilF@wolfgreenfield.com
Correspondent Name:	Neil P. Ferraro
Address Line 1:	600 Atlantic Ave
Address Line 4:	Boston, MASSACHUSETTS 02210
ATTORNEY DOCKET NUMBER:	D0039.70090US00
NAME OF SUBMITTER:	Neil P. Ferraro
Total Attachments: 3 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif	

CH \$40.00 5569858

BILL OF SALE, ASSIGNMENT AND ASSUMPTION

This Bill of Sale, Assignment and Assumption ("Assignment and Assumption") is made as of March 19, 2008, by and between Tech-Pro, Inc., an Ohio corporation ("Seller") and Alpha Technologies Services LLC, a Delaware limited liability company ("Buyer").

RECITALS

Seller and Buyer are parties to an Asset Purchase Agreement of even date herewith (the "APA"), which provides for, among other things, the acquisition by Buyer from Seller of all of Seller's right, title and interest in and to the Purchased Assets. Capitalized terms used herein and not defined herein shall have the meaning ascribed to them in the APA.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject in all respects to the terms and conditions of the APA:

1. Assignment. Seller hereby sells, conveys, warrants, transfers, assigns and delivers to Buyer its entire right, title and interest in and to the Purchased Assets; and
2. Assumption. Buyer hereby assumes and agrees to keep, observe, perform, pay and discharge when due and payable, or when such keeping, observing, performing or discharging is required, the Assumed Liabilities.

This Assignment and Assumption shall be subject in all respects to the APA, and shall be construed so as to carry out the intentions of the parties as expressed in the APA. The delivery of this Assignment and Assumption shall not, in any respect, affect the representations, warranties, covenants or indemnities of Buyer in the APA.

Each party agrees to execute and deliver such additional instruments of transfer or assumption and other documents as may be requested by the other party from time to time to confirm the transfer of title to the Purchased Assets or the assumption of the Assumed Liabilities.

This Assignment and Assumption shall be interpreted, construed and enforced in accordance with the laws of the State of Florida, applied without giving effect to any conflicts-of-law principles thereof.

[Signature page follows]

DISCLOSURE SCHEDULE

1.1(b) Trademark, patents and copyright registration list; list of licenses to 3rd party IP

Trademarks and patents

<u>Patent Number</u>	<u>Description</u>
6,681,617	Variable Eccentric Rheometer System
6,775,004	Measuring Surface Roughness to Calculate Filler Dispersion in a Polymer Sample
6,795,172	Method for Preparing a Cut Surface in Uncured Rubber Samples for Measuring Filler Dispersion
6,829,951	Process for the Physical Testing of Rubber
5,438,863	Universal Material Test System and Method
5,103,679	Method and apparatus for determining the fundamental viscoelastic properties of a material
5,569,858	Viscoelastic Material Testing System

<u>Trade Mark, SN</u>	<u>Description</u>
73,768,093	rheoTECH
73,678,215	compuGRAPH
73,677,965	densiTECH
74,044,120	PROMERGE
73,826,553	viscTECH
76,326,482	disperGRADER

Licenses – N/A

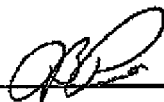
1.1(e) Government licenses – N/A

1.4 Excluded contracts


1. NY Office lease
2. Prius lease
3. PT Cruiser Loan
4. Promissory Note to John B. and Kay D. Putman
5. Lease Agreement between Tech-Pro Inc. and Lucy Properties LLC dated 10/21/2000

IN WITNESS WHEREOF, this Bill of Sale, Assignment and Assumption is executed effective as of the date first written above.

TECH-PRO, INC.

By: 
Name: JOHN B. PUTMAN
Title: Pres.

ALPHA TECHNOLOGIES SERVICES LLC

By: 
Name: David B. Linger
Title: Vice President