PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIGNMENT		
CONVEYING PARTY D		J		
		lame	Execution Date	
The North American M	anufacturing Comp	any	07/31/2008	
RECEIVING PARTY DA	ΑΤΑ			
Name:	Fives NA Corp.			
Street Address:	4455 East 71st Stre	et		
City:	Cleveland			
	оню			
Postal Code:	44105			
PROPERTY NUMBERS	S Total: 6			
Property Typ	pe	Nu	nber	
Patent Number: 5		5781973		
Patent Number: 59		5989368		
Patent Number: 512		946		5781073
Patent Number: 5354		992		
Patent Number: 571		711470		
Patent Number:	64866	880		
CORRESPONDENCE	ΠΑΤΑ			
Fax Number:	(216)363-9001		ant d	
Correspondence will be sent via US Mail when the fax attempt is unsuccessful. Phone: 216.363.9000				
Email: uspto@faysharpe.com				
Correspondent Name: Fay Sharpe LLP				
Address Line 1: 1228 Euclid Avenue, 5th Floor				
Address Line 2: The Halle Build		ding		
Address Line 4:	Cleveland, OH	IIO 44115		
ATTORNEY DOCKET NUMBER:		NAEE 8 00012		
500735914		1	PATENT REEL: 022012 FRAME: 01	 160

NAME OF SUBMITTER:	Gregory S. Vickers
Total Attachments: 7 source=DOC000#page1.tif source=DOC000#page2.tif source=DOC000#page3.tif source=DOC000#page4.tif source=DOC000#page5.tif source=DOC000#page6.tif source=DOC000#page7.tif	

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") dated as of July 31, 2008 (the "*Effective Date*"), is made by and between The North American Manufacturing Company, an Ohio corporation ("Assignor"), and Fives NA Corp., a Delaware corporation ("Assignee").

A. WHEREAS, Assignor and Fives SA, a French corporation ("*Buyer*") are parties to that certain Asset Purchase Agreement, dated as of July 22, 2008 (the "*Purchase Agreement*"), pursuant to which Assignor has agreed to sell and Buyer has agreed to purchase the "Acquired Assets" as defined in the Purchase Agreement;

B. WHEREAS, effective immediately prior to the Closing, Buyer will assign its rights, interests and obligations under the Purchase Agreement to Assignee;

C. WHEREAS, Except as otherwise noted on <u>Schedule A</u>, Assignor is the owner of the entire right, title and interest in, to and under those United States and foreign patents and patent applications listed on <u>Schedule A</u> or that otherwise constitute "Acquired Assets" under the Purchase Agreement (collectively, the "*Patents*"); and

D. WHEREAS, pursuant to the Purchase Agreement, the Patents and their associated goodwill are to be assigned to Assignee at its request and direction.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Patents, any foreign counterparts or equivalents thereto, existing now or in the future and including, but not limited to, patents of utility, improvement or addition, utility model and appearance and industrial design patents and inventors certificates, as well as non-provisionals, divisionals, reissues, reexaminations, continuations (in whole or in part), renewals and extensions of any of the foregoing and any patents that may issue from any of the foregoing, and including the subject matter of all claims that may be obtained therefrom, for Assignee's 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 related to any of the foregoing, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use of the Patents, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use of the Patents.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as owner of the Patents and issue any and all patents issued thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

Assignor shall, or cause its successors, assigns, agents, and legal representatives to, provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, petitions, specifications, disclaimers, powers of attorney or other documentation) as may be reasonably required in the implementation or perfection of this Assignment and to obtain, record, maintain, and enforce full protection for the inventions described and/or claimed in the Patents in all countries.

This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[Signature Pages to Follow]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

THE NORTH AMERICAN MANUFACTURING COMPANY

By:

Name: Robert E. Scanlon

Title: President

STATE OF)
) SS:
COUNTY OF)

On this _____ day of _____, 2008 before me Robert E. Scanlon, known to me to be President of The North American Manufacturing Company, who acknowledged that he signed this instrument as a free act on behalf of The North American Manufacturing Company.

Notary Public:

My commission expires:

JOHN PAUL LUCCI, Attorney at Law Notary Public - State of Ohio My Commission has no Expiration Sec. 147.03.RC



FIVES NA CORP.

By:

Name: Lucile Ribot Title: Chief Financial Officer

STATE OF)) SS: COUNTY OF ١

On this ______ day of _____, 2008 personally appeared before me Lucile Ribot, known to me to be Treasurer and Chief Financial Officer of Fives NA Corp., who acknowledged that he/she signed this instrument as a free act on behalf of Fives NA Corp.

Notary Public: My commission expires: Le soussigné M. C. Deneuville Notaire Associé à Paris certifie la RiBot signature del Mars. Li Len La RiBot apposée ci-contre despu Paris, le 31 juille 2008 Benjamin DAUCHEZ, Robert PANHARU Caroline DENEUVILLE. René DALLEE Notaires Associés à PARIS 5e ²5 PAR 37, Quai de la Tournelle

CLI-1631722

PATENT REEL: 022012 FRAME: 0165

NAMCO Patent Assignment

SCHEDULE A

Patents

<u>Country</u>	Title	<u>Appl.</u> Date	Reg. No.	Reg. Date
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Country	Title	<u>Appl.</u> Date	Reg. No.	Reg. Date
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UNITED STATES	Spreader for Calendar Line	9/26/1997	5,781,973	7/21/1998
		2/22/2000	6.195.00	

CLI-1631722v3

NAMCO Patent Assignment

PATENT REEL: 022012 FRAME: 0167

<u>Country</u>	<u>Title</u>	<u>Appl.</u> <u>Date</u>	Reg. No.	Reg. Date
UNITED STATES	Carpet Position Sensor	8/6/1997	5,989,368	11/23/1999
UNITED STATES	Ultrasonic Edge Detector	11/13/1990	5,126,946	6/30/1992
UNITED STATES	Tilt Compensated Error Correcting System	2/16/1993	5,354,992	10/11/1994
UNITED STATES	Apparatus and Method for Adjusting the Lateral Position of a Moving Strip	12/1/1994	5,711,470	1/27/1998
	Que la far Calender Line	4/6/2000	6.102.000	2/(/2001
S			0,0,0,0	642/2001
UNITED STATES	Edge Detector	6/13/2000	6,486,680	11/26/2002
		4/22/2005	7.402.000	
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* Patents co-owned by the Seller, Shinko Shoji Co, Ltd. and Tokyo Gas Eng KK.

CLI-1631722v3
RECORDED: 12/19/2008