

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
All Power Transmission Manufacturing, Inc.	10/05/2007
RECEIVING PARTY DATA	
Name:	Ameridrives International LLC
Street Address:	300 Granite Street
City:	Braintree
State/Country:	MASSACHUSETTS
Postal Code:	02184
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5655968
CORRESPONDENCE DATA	
Fax Number:	(248)203-0763
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	248 203 0822
Email:	wkolakowski@dykema.com
Correspondent Name:	William F. Kolakowski III
Address Line 1:	39577 Woodward Avenue
Address Line 2:	Suite 300
Address Line 4:	Bloomfield Hills, MICHIGAN 48304
ATTORNEY DOCKET NUMBER:	065413-0018
NAME OF SUBMITTER:	William F. Kolakowski III
Total Attachments: 4 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif	

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PATENT

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REEL: 022240 FRAME: 0298

ASSIGNMENT OF PATENTS

This Assignment of Patents has been made and entered into this 5th day of October, 2007, by and between ALL POWER TRANSMISSION MANUFACTURING, INC., a Wisconsin corporation with offices at 1680 Cornell Road, Green Bay, Wisconsin 54313 (the "Assignor") and AMERIDRIVES INTERNATIONAL, LLC, a Delaware limited liability company with offices at 14 Hayward Street, Quincy, Massachusetts 02171 (the "Assignee").

RECITALS:

A. Pursuant to that certain Asset Purchase Agreement dated as of September 11, 2007 (the "Asset Purchase Agreement"), Assignor has agreed to sell, transfer, assign and convey to Assignee, upon the terms and conditions set forth therein, the Purchased Assets, as defined in the Asset Purchase Agreement, including, without limitation, the Patents (as defined hereinafter) of Assignor.

B. Pursuant to the Asset Purchase Agreement, Assignor has agreed to execute such instruments as Assignee may reasonably request more effectively to assign, transfer, grant, convey, assure and confirm to Assigned, and its successors and assigns, all of such Purchased Assets.

C. In accordance with the Asset Purchase Agreement, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign patents and patent applications, including, without limitation, the patents and patent applications listed on Schedule A hereto and incorporated hereby reference (collectively, the "Patents").

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound hereby, Assignor does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of the following property:

1. All of Assignor's worldwide right, title and interest in, to and under the Patents, together with the goodwill of the business associated therewith and which is symbolized thereby;
2. All rights to sue for infringement of any Patent, whether arising prior to or subsequent to the date of this Assignment of Patents; and
3. Any and all renewals and extensions thereof that may be hereafter be secured under the laws now or hereafter in effect in the United States of America and in any foreign jurisdiction, the same to held and enjoyed by the Assignee, its successor and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment of Patents not been made.

Assignor does hereby covenant and agree with Assignee that Assignor will not execute any writing or do any act whatsoever conflicting with the terms of this Assignment, and will at any time upon request, without further or additional consideration, but at the expense of Assignee, execute such additional assignments and other writings and do such additional acts as Assignee may deem necessary or desirable to perfect Assignee's enjoyment of this Assignment, by executing statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of all parties hereto.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Patents shall be governed by and construed in accordance with the laws of the State of Wisconsin, without giving effect to the principles of conflicts of laws of the State of Wisconsin.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Patents as of the date and year first above written.

ALL POWER TRANSMISSION
MANUFACTURING, INC.

By: 

Name: Martin J. Brown

Title: President

STATE OF WISCONSIN

COUNTY OF BROWN

:
: SS:
:

On this, the 5th day of October, 2007, before me a Notary Public, the undersigned officer, personally appeared Martin J. Brown, who acknowledged him to be the President of ALL POWER TRANSMISSION MANUFACTURING, INC., a Wisconsin corporation, and the he as such President, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of ALL POWER TRANSMISSION MANUFACTURING, INC., by him as President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Heather J. Russell
Notary Public
Heather J. Russell
Brown Co., WI
(SEAL)
My Comm. Exp. 01/09/2011

SCHEDULE A

PATENTS

Patent No. 5,230,658
Issued July 27, 1993
Driveshaft with Slip Joint Seal

Patent No. 5,655,968
Issued August 12, 1997
Driveshaft with Sealed Slip Joint Seal