

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Midwest Engineered Products Corp.	05/27/2009
RECEIVING PARTY DATA	
Name:	Midwest, LLC
Street Address:	One Indiana Square
Internal Address:	Suite 3500
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46204
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	6478724
Patent Number:	6224532
Patent Number:	6461286
Patent Number:	7044904
Patent Number:	6932757
CORRESPONDENCE DATA	
Fax Number:	(317)713-3699
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	317-713-3500
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Correspondent Name:	Keith J. Swedo
Address Line 1:	One Indiana Square
Address Line 2:	Suite 3500
Address Line 4:	Indianapolis, INDIANA 46204
ATTORNEY DOCKET NUMBER:	11669-00100

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NAME OF SUBMITTER:

Keith J. Swedo

Total Attachments: 4

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ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS (the "Assignment") is made as of the 27th day of May 2009, by and between Midwest Engineered Products Corp., an Indiana corporation ("Assignor"), and Midwest, LLC, an Indiana limited liability company ("Assignee") (Assignor and Assignee are sometimes referred to hereinafter collectively as the "Parties" and individually as a "Party").

RECITALS

A. Assignor is the owner of certain patents and/or patent applications (referred to herein collectively as the "Patents").

B. Assignee desires to obtain an assignment of all of Assignor's rights, title, and interest in and to the Patents from Assignor, and Assignor desires to grant an assignment of all of its rights, title, and interest in and to the Patents to Assignee.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which hereby are acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

1. Definition of "Assigned Patents." As used herein, the term "Assigned Patents" shall mean those patents and/or patent applications listed in Appendix A attached hereto and made a part hereof, as well as any and all patents maturing from a continuation, continuation-in-part, division, reissue, or reexamination of any Assigned Patents and regardless of whether such patent matures from a convention or non-convention application, or any other substitution, renewal, extension, addition, utility model, or other United States or foreign patent.

2. Assignment of the Assigned Patents. Subject to the terms, conditions, and limitations set forth herein, for good, valuable and legally sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, sells, transfers and sets over unto Assignee, its successors and assigns, the full, entire and exclusive right, title and interest in and to the Assigned Patents. Assignor represents and warrants that the assignments of the Assigned Patents granted by Assignor to Assignee in this Assignment are granted free and clear of all security interests, liens, encumbrances, claims, or interests of any kind or nature.

3. Assignment of Accrued Enforcement Rights. Assignor hereby assigns and transfers to Assignee any and all claims or causes of action for infringement of any of the Assigned Patents that may have accrued prior to the effective date of this Assignment, together with the right to bring suit for, and/or initiate any proceeding to obtain, injunctive relief or collect any and all damages arising from said claims or causes of action.

4. Further Assurances. Assignor shall provide Assignee, its successors, and assigns, or their legal representatives, cooperation and assistance at Assignee's reasonable request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documentation as may be reasonably required): (i) in the prosecution and maintenance of the Assigned Patents; (ii) in the prosecution or defense of any interference, opposition, infringement, or other proceeding that may arise in connection with the Assigned Patents; and (iii) in the implementation or perfection of this Assignment. Assignor agrees that it shall not assist or encourage, through action or inaction, any challenge to the validity, enforceability, or ownership of the Assigned Patents.

5. General Provisions.

5.1 Merger and Integration. This Assignment represents the entire understanding of the Parties with respect to its subject matter and supersedes all prior agreements, written or oral, concerning the subject matter hereof, and may not be changed or modified in any regard except by an instrument in writing, signed by the Parties hereto. No inference shall be drawn from any variance between this Assignment and any prior written negotiations or letters of intent with respect to, or drafts of, this Assignment. Each Party acknowledges that no representations, inducements, promises, commitments or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which is not embodied herein.

5.2 Severability. It is expressly agreed that if any term or provision of this Assignment is held to be invalid or unenforceable in any jurisdiction, then such provision in such jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Assignment or affecting the validity or enforceability of any of the terms or provisions of this Assignment in any other jurisdiction.

5.3 No Waiver. Failure of any Party at any time to require performance of any provision of this Assignment shall not affect the right of any Party to require full performance thereafter; a waiver by any Party of a breach of any provision of this Assignment shall not constitute a modification of this Assignment or prevent that Party from again enforcing such term or condition in the future with respect to subsequent events.

5.4 Relationship of the Parties. The relationship established between the Parties by this Assignment shall be solely that of assignor and assignee. Neither Party hereto shall have any right or shall attempt to enter into contracts or commitments on behalf of the other Party or to bind the other Party in any respect whatsoever as a result hereof.

5.5 Counterparts; Facsimile Signatures. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document. This Assignment may be signed by facsimile, and facsimile signatures shall be binding, but the Parties shall provide each other with originally signed copies of the Assignment as soon as possible thereafter.

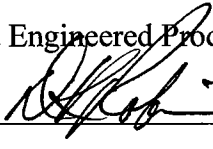
5.6 Captions. The captions in this Assignment are intended solely as a matter of convenience and shall be given no effect in the construction or interpretation of this Assignment.

5.7 Recitals. The Parties agree that the recitals prior to Section 1 of this Assignment are true and correct and are hereby incorporated herein by this reference.

5.8 Governing Law. This Assignment shall be governed by and construed in accordance with the patent laws of the United States of America and with the internal laws of the State of Indiana without reference to its conflicts of laws principles.

[Signature Page to Patent Assignment]

Midwest Engineered Products Corp.

By:  _____

Printed Name: David K. Robinson

Title: Chief Executive Officer

APPENDIX A

Assigned Patents

Title of Patent	Patent No.	Appl. No.	Country
Centrifuge Clutch and Blade Design with Control Mechanism	1107828		France
Centrifuge Clutch and Blade Design with Control Mechanism	1107828	69922515.9	Germany
Centrifuge Clutch and Blade Design with Control Mechanism	1107828		Great Britain
Centrifuge Clutch and Blade Design with Control Mechanism	1107828		Ireland
Centrifuge Clutch and Blade Design with Control Mechanism	1107828		Italy
Centrifuge Clutch and Blade Design with Control Mechanism	1107828		Luxembourg
Centrifuge Clutch and Blade Design with Control Mechanism	1107828	9927219.8	Spain
Centrifuge Clutch and Blade Design with Control Mechanism	1107828	9927219.8	Sweden
Centrifuge Clutch and Blade Design with Control Mechanism	1107828		Switzerland
Centrifuge Clutch and Blade Design with Control Mechanism	769154		Australia
Centrifuge Clutch and Blade Design with Control Mechanism	2003264607		Australia
Centrifuge Clutch and Blade Design with Control Mechanism	2334394		Canada
Centrifuge Clutch and Blade Design with Control Mechanism	226608		Mexico
Centrifuge with Clutch Mechanism for Synchronous Blade and Bowl Rotation	6478724	09/090,043	US
Centrifuge Blade Design and Control Mechanism	6224532	09/318,585	US
Method of Determining a Centrifuge Performance Characteristic or Characteristics by Load Measurement	6461286	09/598,139	US
Centrifuge with Clutch Mechanism for Synchronous Blade and Bowl Rotation	7044904	10/234,296	US
Centrifuge with a Variable Frequency Drive and a Single Motor	6932757	10/868,323	US

PATENT

RECORDED: 05/27/2009

REEL: 022732 FRAME: 0660