

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Vogel Tool & Die Corporation	11/16/2009
RECEIVING PARTY DATA	
Name:	Vogel Tool & Die, LLC
Street Address:	9200 Ivanhoe
City:	Schiller Park
State/Country:	ILLINOIS
Postal Code:	60176
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	4562760
Patent Number:	4694718
Patent Number:	4563927
CORRESPONDENCE DATA	
Fax Number:	(312)236-4035
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3122368822
Email:	ejostock@sbcglobal.net
Correspondent Name:	Eric H. Jostock
Address Line 1:	One East Wacker Drive, Suite 2520
Address Line 4:	Chicago, ILLINOIS 60601-1802
NAME OF SUBMITTER:	Eric H. Jostock
Total Attachments: 11 source=patent assignments#page1.tif source=patent assignments#page2.tif source=patent assignments#page3.tif source=patent assignments#page4.tif	

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ASSIGNMENT OF PATENT RIGHTS

WHEREAS, TES TUBE EQUIPMENT, INC., an Illinois corporation (hereinafter "Assignor") f/d/b/a VOGEL TOOL & DIE, LLC, having its principal place of business located at 756 W. Hawthorne Lane, West Chicago, Illinois 60185 is the exclusive owner of the entire right, title, and interest in and to the invention of "Tube cut-off apparatus", and the United States and foreign patents and patent applications therefore (hereinafter "Patent Rights") listed in Schedule I, attached hereto and made a part hereof;

WHEREAS, XYZ TOOL & DIE, LLC (hereinafter "Assignee"), having its principal place of business located at 9200 Ivanhoe Avenue, Schiller Park, Illinois 60176, desires to acquire the entire and exclusive right, title, and interest in and to said invention and the Patent Rights;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign and transfer to Assignee and its successors, assigns, and nominees, without any restrictions, reservations, or limitations:

1. The entire and exclusive right, title, and interest in and to said invention and said Patent Rights, and all continuations, divisions, renewals, reissues, reexaminations, and extensions thereof;
2. All priority rights pertaining to said invention and derived from any and all of said Patent Rights under any applicable convention;
3. The sole right to file applications for patents on said invention under the patent laws of any country of the world in its name, and the sole right to have patents granted on said applications in its name, as fully and entirely as they would have been held by Assignor had this assignment not been made; Assignor hereby covenants and agrees that it will assist Assignee in the prosecution of any such patent applications and in the prosecution of any interference or other proceedings that may arise involving the inventions of the Patent Rights and that Assignor will execute and deliver to Assignee any and all additional papers that may be requested by Assignee to carry out the terms of this assignment; and
4. The sole right to enforce the Patent Rights with the right to sue and recover for Assignee's own use any accrued profits or damages for any and all infringements thereof, including, but not limited to, past infringements, with respect to which Assignor waives any right to receive any portion thereof.

— SIGNATURE PAGES FOLLOW —

Executed in the City of Chicago, County of Cook, and State of Illinois on this 16 day of November, 2009.

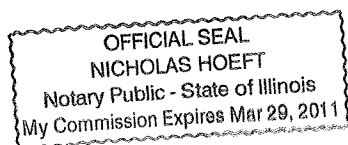
TES TUBE EQUIPMENT, INC

By: Steve Selcke Pres.
Steve Selcke, President

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, NICHOLAS HOEFT, a Notary Public in and for the County and State aforesaid, do hereby certify that Steve Selcke, as President of TES Tube Equipment, Inc., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 16 day of November 2009.



Nicholas Hoeft
Notary Public

(SEAL)

My Commission Expires: March 29, 2011

SCHEDULE I
PATENT RIGHTS

UNITED STATES Title	Filing Date	Patent or Application Number
Tube cut-off apparatus	09/07/1984	4,563,927

gm

ASSIGNMENT OF PATENT RIGHTS

WHEREAS, TES TUBE EQUIPMENT, INC., an Illinois corporation (hereinafter "Assignor") f/d/b/a VOGEL TOOL & DIE, having its principal place of business located at 756 W. Hawthorne Lane, West Chicago, Illinois 60185 is the exclusive owner of the entire right, title, and interest in and to the invention of "Tube cut off apparatus", and the United States and foreign patents and patent applications therefore (hereinafter "Patent Rights") listed in Schedule I, attached hereto and made a part hereof;

WHEREAS, XYZ TOOL & DIE, LLC (hereinafter "Assignee"), having its principal place of business located at 9200 Ivanhoe Avenue, Schiller Park, Illinois 60176, desires to acquire the entire and exclusive right, title, and interest in and to said invention and the Patent Rights;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign and transfer to Assignee and its successors, assigns, and nominees, without any restrictions, reservations, or limitations

1. The entire and exclusive right, title, and interest in and to said invention and said Patent Rights, and all continuations, divisions, renewals, reissues, reexaminations, and extensions thereof;

2. All priority rights pertaining to said invention and derived from any and all of said Patent Rights under any applicable convention;

3. The sole right to file applications for patents on said invention under the patent laws of any country of the world in its name, and the sole right to have patents granted on said applications in its name, as fully and entirely as they would have been held by Assignor had this assignment not been made; Assignor hereby covenants and agrees that it will assist Assignee in the prosecution of any such patent applications and in the prosecution of any interference or other proceedings that may arise involving the inventions of the Patent Rights and that Assignor will execute and deliver to Assignee any and all additional papers that may be requested by Assignee to carry out the terms of this assignment; and

4. The sole right to enforce the Patent Rights with the right to sue and recover for Assignee's own use any accrued profits or damages for any and all infringements thereof, including, but not limited to, past infringements, with respect to which Assignor waives any right to receive any portion thereof.

— SIGNATURE PAGES FOLLOW —

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this 16 day of November, 2009.

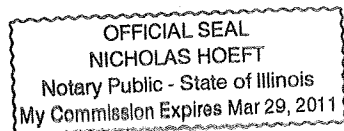
TES TUBE EQUIPMENT, INC

By: Steve Selcke, Pres
Steve Selcke, President

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, NICHOLAS HOEFT, a Notary Public in and for the County and State
aforesaid, do hereby certify that Steve Selcke, as President of TES Tube
Equipment, Inc., who is personally known to me to be the same person whose
name is subscribed to the foregoing instrument, appeared before me this day in
person and acknowledged that she signed, sealed and delivered the said
instrument as her free and voluntary act for the uses and purposes therein set
forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal,
this 16 day of November 2009.



Nicholas Hoeft
Notary Public

(SEAL)
My Commission Expires: March 29, 2011

SCHEDULE I
PATENT RIGHTS

UNITED STATES Title	Filing Date	Patent or Application Number
Tube cut off apparatus	09/30/1985	4,694,718

See

ASSIGNMENT OF PATENT RIGHTS

WHEREAS, TES TUBE EQUIPMENT, INC., an Illinois corporation (hereinafter "Assignor") f/d/b/a VOGEL TOOL & DIE, having its principal place of business located at 756 W. Hawthorne Lane, West Chicago, Illinois 60185 is the exclusive owner of the entire right, title, and interest in and to the invention of "Tube notching apparatus", and the United States and foreign patents and patent applications therefore (hereinafter "Patent Rights") listed in Schedule I, attached hereto and made a part hereof;

WHEREAS, XYZ TOOL & DIE, LLC, an Illinois limited liability company (hereinafter "Assignee"), having its principal place of business located at 9200 Ivanhoe Avenue, Schiller Park, Illinois 60176, desires to acquire the entire and exclusive right, title, and interest in and to said invention and the Patent Rights;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign and transfer to Assignee and its successors, assigns, and nominees, without any restrictions, reservations, or limitations

1. The entire and exclusive right, title, and interest in and to said invention and said Patent Rights, and all continuations, divisions, renewals, reissues, reexaminations, and extensions thereof;

2. All priority rights pertaining to said invention and derived from any and all of said Patent Rights under any applicable convention;

3. The sole right to file applications for patents on said invention under the patent laws of any country of the world in its name, and the sole right to have patents granted on said applications in its name, as fully and entirely as they would have been held by Assignor had this assignment not been made; Assignor hereby covenants and agrees that it will assist Assignee in the prosecution of any such patent applications and in the prosecution of any interference or other proceedings that may arise involving the inventions of the Patent Rights and that Assignor will execute and deliver to Assignee any and all additional papers that may be requested by Assignee to carry out the terms of this assignment; and

4. The sole right to enforce the Patent Rights with the right to sue and recover for Assignee's own use any accrued profits or damages for any and all infringements thereof, including, but not limited to, past infringements, with respect to which Assignor waives any right to receive any portion thereof.

— SIGNATURE PAGES FOLLOW —

Executed in the City of Chicago, County of Cook, and State of Illinois on this ____ day of November, 2009.

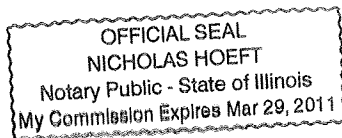
TES TUBE EQUIPMENT, INC

By: Steve Selcke Pres.
Steve Selcke, President

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Nicholas Hoeft, a Notary Public in and for the County and State aforesaid, do hereby certify that Steve Selcke, as President of TES Tube Equipment, Inc., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 16 day of November 2009.



Nicholas Hoeft
Notary Public

(SEAL)
My Commission Expires: March 29, 2011

SCHEDULE I
PATENT RIGHTS

UNITED STATES Title	Filing Date	Patent or Application Number
Tube notching apparatus	09/29/1982	4,562,760

SS

Form **LLC-5.25**

August 2008

Secretary of State

Department of Business Services
Limited Liability Division
501 S. Second St., Rm. 351
Springfield, IL 62756
217-524-8008
www.cyberdriveillinois.com

Payment may be made by business
firm check payable to Secretary of
State. If check is returned for any
reason this filing will be void.

Illinois
Limited Liability Company Act
Articles of Amendment



LC0514473

This space for use by Secretary of State.

Filing Fee: \$150

Approved: TLB

FILE #: 02884976

This space for use by Secretary of State.

FILED

November 17, 2009

Jesse White

Secretary of State

1. Limited Liability Company Name: XYZ Tool & Die, LLC

2. Articles of Amendment effective on:

☒ the file date☐ a later date (not to exceed 30 days after the file date)

Month, Day, Year

3. Articles of Organization are amended as follows (check applicable item(s) below):

- ☐ a) Admission of a new member (give name and address below)*
- ☐ b) Admission of a new manager (give name and address below)*
- ☐ c) Withdrawal of a member (give name below)*
- ☐ d) Withdrawal of a manager (give name below)*
- ☐ e) Change in address of the office at which the records required by Section 1-40 of the Act are kept (give new address, including county below)
- ☐ f) Change of registered agent and/or registered agent's office (give new name and address, including county below) (*Address change of P.O. Box alone or c/o is unacceptable.*)
- ☒ g) Change in the Limited Liability Company's name (give new name below)
- ☐ h) Change in date of dissolution or other events of dissolution enumerated in Item 6 of the Articles of Organization
- ☐ i) Other (give information in space below)
- ☐ j) Establish authority to issue series (see back; filing fee \$400)*

* Changes in members/managers may, but are not required to, be reported in an amendment to the Articles of Organization.

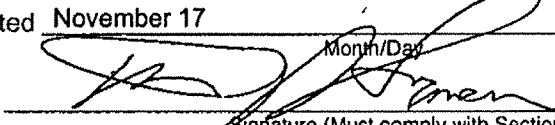
Additional information:

New Name of LLC (if changed): Vogel Tool & Die, LLC

(continued on back)

LLC-5.25

4. This amendment was approved in accordance with Section 5-25 of the Illinois Limited Liability Company Act, and, if adopted by the managers, was approved by not less than the minimum number of managers necessary to approve the amendment, member action not being required; or, if adopted by the members, was approved by not less than the minimum number of members necessary to approve the amendment.
5. I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Amendment are to the best of my knowledge and belief, true, correct and complete.

Dated November 17 , 2009
Month/Day Year

Signature (Must comply with Section 5-45 of ILLCA.)
Thomas J. Simeone, Manager of
Name and Title (type or print)
CLL Engineering LLC, MGR
If the member or manager signing this document is a company or other entity,
state Name of Company and whether it is a member or manager of the LLC.

* The following paragraph is adopted when Item 3] is checked:

The operating agreement provides for the establishment of one or more series. When the company has filed a Certificate of Designation for each series, which is to have limited liability pursuant to Section 37-40 of the Illinois Limited Liability Company Act, the debts, liabilities and obligations incurred, contracted for or otherwise existing with respect to a particular series shall be enforceable against the assets of such series only, and not against the assets of the Limited Liability Company generally or any other series thereof, and unless otherwise provided in the operating agreement, none of the debts, liabilities, obligations or expenses incurred, contracted for or otherwise existing with respect to this company generally or any other series thereof shall be enforceable against the assets of such series.