

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Grant Thorton Limited	02/10/2010
RECEIVING PARTY DATA	
Name:	MAXTECH ACQUISITION LLC
Street Address:	95 Mason Run Road
City:	Ridgway
State/Country:	PENNSYLVANIA
Postal Code:	15853
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	6572671
Application Number:	10176117
Application Number:	09758311
Application Number:	10656948
Patent Number:	5701935
Patent Number:	6103185
CORRESPONDENCE DATA	
Fax Number:	(212)554-7700
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-554-7880
Email:	lkaplan@mosessinger.com
Correspondent Name:	Lindsay Kaplan
Address Line 1:	Moses & Singer LLP
Address Line 2:	405 Lexington Avenue
Address Line 4:	New York, NEW YORK 10174
ATTORNEY DOCKET NUMBER:	010300-0103

OP \$240.00 6572671

501095991

PATENT
REEL: 023950 FRAME: 0663

NAME OF SUBMITTER:

Lindsay Kaplan

Total Attachments: 9

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BILL OF SALE

THIS INDENTURE is made as of February 10, 2010

BETWEEN:

GRANT THORNTON LIMITED, solely in its capacity as Court-appointed National Receiver of Maxtech Manufacturing Inc. ("**Maxtech**") and not in any other capacity

(the "**Seller**")

- and -

MAXTECH ACQUISITION LLC, a Delaware limited liability company

(the "**Buyer**")

RECITALS

- A. Alpha Sintered Metals, Inc. ("**ASMI**") and the Seller have entered into a sale transaction (the "**Transaction**") contemplated by an asset purchase agreement (the "**Agreement**") made as of the 27th day of January, 2010, pursuant to which the Seller agreed to sell to ASMI, and ASMI agreed to purchase from the Seller, all of the right, title and interest of the Seller in and to the Purchased Assets (as defined below).
- B. On January 28, 2010, the Honourable Justice Morawetz of the Ontario Superior Court of Justice, Commercial List granted an Order (the "**Vesting Order**") which, *inter alia*, vested the Purchased Assets in ASMI, free and clear of any claims, liens and charges.
- C. Pursuant to the terms of the Agreement, by way of a Direction Letter dated February 10, 2010, ASMI directed the Seller to transfer title to the Purchased Assets to the Buyer.

FOR VALUE RECEIVED, the parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Indenture:

"**Access Costs**" has the meaning set out in Section 3.4 of this Indenture;

"**Access Period**" has the meaning set out in Section 3.4 of this Indenture;

"**Applicable Law**" means any domestic or foreign statute, law (including the common law), ordinance, rule, regulation, restriction, regulatory policy or guideline, by-law (zoning or otherwise), or Order, or any consent, exemption, approval or license of any Governmental

Authority, that applies in whole or in part to the Transaction, the Seller, ASMI, the Buyer or to any of the Purchased Assets;

“Fixed Assets and Equipment” means all of the assets listed on Schedule B hereto and any and all other fixed assets, machinery, equipment, computers, furniture, furnishings and vehicles owned by Maxtech and currently located at the Premises together with all operating manuals, maintenance logs, and equipment drawings and specifications in the possession of the Seller relating thereto;

“Governmental Authority” means any domestic or foreign government whether federal, provincial, state or municipal and any governmental agency, governmental authority, governmental tribunal or governmental commission of any kind whatever;

“Intellectual Property” means all of the patents, trade names, trademarks and other intellectual property and the goodwill appurtenant thereto described on Schedule A hereto and, to the extent same comprises property of Maxtech as of the date hereof, any and all other patents, trade names, trademarks and other intellectual property and the goodwill appurtenant thereto together with all documents, drawings, and technical data in the possession of the Seller related exclusively thereto;

“Premises” means the lands and premises municipally described as (i) 4800, Rue Rideau Quebec City, Province of Quebec, G1P 4P4 and (ii) 602 Colby Drive, Waterloo, Ontario, N2V 1A2;

“Quebec Location” means the premises municipally described as 4800, Rue Rideau, Quebec City, Province of Quebec, G1P 4P4; and

“Purchased Assets” means (i) the Intellectual Property, (ii) the Fixed Assets and Equipment, and (iii) all warranties and/or service contracts in effect as of the date hereof with respect to the Fixed Assets and Equipment.

1.2 Headings.

The division of this Indenture into sections and the insertion of headings are for convenience of reference only and are not to affect the construction or interpretation of this Indenture.

ARTICLE 2 WARRANTY

2.1 Warranty.

The Buyer and the Seller warrant each to the other that recital A of this Indenture is true in substance and in fact.

ARTICLE 3 SALE OF PURCHASED ASSETS

3.1 Sale of Purchased Assets.

The Seller hereby sells, transfers, conveys, assigns and sets over to the Buyer, subject to the Vesting Order and pursuant to the terms of the Agreement, all of the right, title and interest of the Seller, if any, in and to the Purchased Assets.

3.2 Release.

The Seller hereby remises, releases and forever discharges in favour of the Buyer all of its interests, claims and demands whatsoever to and under the Purchased Assets.

3.3 "As is, Where is"

The Buyer hereby acknowledges that it has conducted its own investigations and inspections of the Purchased Assets, that the Buyer has satisfied itself with respect to the Purchased Assets and all matters and things connected with or in any way related to the Purchased Assets, that the Buyer has relied entirely upon its own investigation and inspections in entering into this Indenture, that the sale and purchase of the Purchased Assets is on an "as is, where is" basis as at the date hereof, that the Buyer accepts the Purchased Assets in their present state, condition and location and that the Seller has made no representations, warranties, statements or promises, including as to the compliance with any Applicable Law affecting the sale and purchase of the Purchased Assets. Without limiting the generality of the foregoing, any and all conditions, warranties and representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario) (including sections 13, 14 and 15) or similar legislation in force in the Province of Quebec or in other jurisdictions do not apply hereto and are hereby waived by the Buyer. The Buyer acknowledges that the Seller is not required to inspect or count, or provide any inspection or counting, of the Purchased Assets or any parts thereof and the Buyer shall be deemed, at its own expense, to have relied entirely upon its own inspection and investigation of the Purchased Assets.

3.4 Access and Shipping

During the period commencing on the date hereof and ending on the date on which the Buyer removes the last item comprising the Fixed Assets and Equipment, which period shall not be greater than 60 days (the "**Access Period**"), the Seller shall furnish the Buyer and its representatives with reasonable access to the Premises and the Fixed Assets and Equipment in the presence of a representative of the Seller, or such persons as the Seller may designate, at all times during normal business hours, for the purpose of allowing the Buyer to take possession of and remove the Fixed Assets and Equipment from the Quebec Location. The Buyer shall pay to the Seller weekly, in advance, commencing on the date hereof, the sum of \$6,276 CDN (inclusive of all taxes) and shall pay to the Seller its proportionate share of all electric, water and sewage usage charges associated with the Quebec Location during the Access Period (and for greater certainty the Buyer is not responsible for any arrears of same) forthwith upon presentment by the Seller to the Buyer of the accounts relating to same (collectively, the "**Access Costs**") in full and final satisfaction of its share (75%) of all rent, utilities, insurance, maintenance and security associated with the Buyer's rights of access as provided hereunder.

The Buyer undertakes to remove the Fixed Assets and Equipment from the Premises in a professional manner consistent with industry standards including cleaning up any resulting debris or spills caused by the removal of the Fixed Assets and Equipment. The Buyer shall indemnify the Seller in respect of any damage and/or loss to the Premises caused by the Buyer's removal of the Fixed Assets and Equipment from the Premises but for greater certainty the Buyer shall not be responsible to take any other steps required by the Seller under the leases of the Premises in connection with the surrender of the Premises save and except as provided for in this Section 3.4. Subject to the Undertaking and Indemnity of ASMI and the Buyer delivered pursuant to the Agreement, the Buyer will make all decisions about the dismantling, packing, loading and shipping of the Fixed Assets and Equipment at its expense. The Buyer shall be responsible for all costs associated with its representatives sent to the Premises, including all travel costs, expenses and accommodation at the site and remuneration and the Seller shall not bear any responsibility therefor. Prior to and as a condition to accessing the Quebec Location, each representative of the Buyer shall sign and deliver to the Seller a release in favour of the Seller in the form attached as Schedule C hereto.

ARTICLE 4 MISCELLANEOUS

4.1 Benefit of Agreement.

This Indenture and all of its provisions shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

4.2 Governing Law.

This Indenture shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein (excluding any conflict of laws rule or principle which might refer such interpretation to the laws of another jurisdiction). Each party irrevocably submits to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or related hereto. The parties exclude the application of the UN Convention on Contracts for the International Sale of Goods and the *International Sale of Goods Act* (Ontario) as amended, replaced or re-enacted from time to time.

4.3 Counterparts.

This Indenture may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by facsimile of an executed counterpart of this Indenture shall be deemed to constitute due and sufficient delivery of such counterpart.

4.4 Paramountcy.

This Indenture is being delivered pursuant to the terms and conditions of the Agreement. If there is any inconsistency between this Indenture and the Agreement, the Agreement shall prevail.

4.5 Further Assurances.

At any time or from time to time after the date hereof, at the reasonable request and at the expense of the party requesting same, the other party shall execute and deliver, or cause to be executed and delivered, such additional instruments, notices certificates, assurances and other documents and take such further actions as may be reasonably necessary or desirable in order to give effect to this Indenture as may be necessary or appropriate.

4.6 Assignment.

This Indenture shall not be assignable by either party without the prior written consent of the other party, except as provided for in the Agreement.

4.7 ENGLISH LANGUAGE.

THE PARTIES CONFIRM THAT IT IS THEIR WISH THAT THIS INDENTURE BE DRAWN UP IN ENGLISH ONLY. LES PARTIES AUX PRESENTS CONFIRMENT LEUR VOLONTE QUE CETTE CONVENTION SOIENT REDIGES EN ANGLAIS SEULEMENT.

The parties have executed this Indenture as of the date first above written.

GRANT THORNTON LIMITED, solely
in its capacity as the Court appointed
National Receiver of Maxtech
Manufacturing Inc. and not in any other
capacity

Per: _____

Name: _____

Title: _____

I/we have authority to bind the corporation

MAXTECH ACQUISITION LLC

Per: _____

Name: JoAnne Ryan

Title: Chief Executive Officer

I have authority to bind the corporation

GUARANTEE

The undersigned, **ALPHA SINTERED METALS, INC.**, hereby unconditionally and irrevocably guarantees the due and punctual performance by Maxtech Acquisition LLC (the "**Buyer**") of, and acknowledges and agrees that it shall be jointly and severally liable for, the obligations of the Buyer under and pursuant to Section 3.4 above, including, without limitation, the payment of all Access Costs.

Dated this 10th day of February, 2010.

ALPHA SINTERED METALS, INC.

Per: _____

Name: JoAnne Ryan

Title: Chief Executive Officer


I have authority to bind the corporation

The parties have executed this Indenture as of the date first above written.

GRANT THORNTON LIMITED, solely
in its capacity as the Court appointed
National Receiver of Maxtech
Manufacturing Inc. and not in any other
capacity

Per: _____
Name:
Title:
I/we have authority to bind the corporation

MAXTECH ACQUISITION LLC


Per: 
Name: JoAnne Ryan
Title: Chief Executive Officer
I have authority to bind the corporation

GUARANTEE

The undersigned, **ALPHA SINTERED METALS, INC.**, hereby unconditionally and irrevocably guarantees the due and punctual performance by Maxtech Acquisition LLC (the "**Buyer**") of, and acknowledges and agrees that it shall be jointly and severally liable for, the obligations of the Buyer under and pursuant to Section 3.4 above, including, without limitation, the payment of all Access Costs.

Dated this 10th day of February, 2010.

ALPHA SINTERED METALS, INC.

Per: 
Name: JoAnne Ryan
Title: Chief Executive Officer
I have authority to bind the corporation

SCHEDULE A
INTELLECTUAL PROPERTY

1) Utility Patents and Patent Applications

Patent/Publication No.	Application No.	Title
US 6572671	US 1999316384	Enhancing corrosion ...
	US 2000635074	
WO 2003001103	WO 2002CA994	Bosses fastened...
US 20020195426	US 2001299433	Bosses fastened ...
	US 2002176117	Bosses fastened ...
AU 2002344897	AU 2002344897	Bosses fastened ...
CA 2331032	CA 2331032	Flange assembly
WO 2001075348	WO 2001CA474	Flange assembly
AU 200150191	AU 200150191	Flange assembly
US 20020008387	US 2000176043	Flange assembly
	US 2000194765	
	US 2001758311	
EP 1272787	EP 2001923418	Flange assembly
US 20040046391	US 2000176043	Flange assembly
	US 2000194765	Flange assembly
	US 2001758311	Flange assembly
	US 2003656948	Flange assembly
CA 2371439	CA 2371439	Enhancing corrosion resistance
WO 2000071769	WO 2000CA618	Enhancing corrosion resistance
AU 200052036	AU 200052036	Enhancing corrosion resistance
EP 1192290	EP 2000936577	Enhancing corrosion resistance
CA 2193567	CA 2193567	Protective plug

US 5701935	US 1995578482	Protective plug
US 6103185	US 09/316,384	h-BN Modified P/M Stainless Steel

2) Trademarks

United States

Serial No.	Registration	Mark
78057379	2715757	MAXTECH
78056950	2615448	MAXTECH
75333150	2480222	MAXTECH

Canada

Serial No.	Registration	Mark
1098680	TMA586337	MAXTECH
0851446	TMA539517	MAXTECH
1020383	TMA592968	PRÉCITECH

China

4821966	4821966	MAXTECH
4821965	4821965	MAXTECH

And, to the extent same comprises property of Maxtech as of the date hereof, any and all other patents, tradenames, trademarks and other intellectual property and the goodwill appurtenant thereto together with all documents, drawings and technical data in the possession of the Seller related exclusively thereto.