

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
N.C. Industries, Inc.	12/29/2010
RECEIVING PARTY DATA	
Name:	Cutter Acquisition, LLC
Street Address:	2805 Bellingham Drive
City:	Troy
State/Country:	MICHIGAN
Postal Code:	48083
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	6991409
Patent Number:	4242927
Patent Number:	4193719
Patent Number:	4181456
CORRESPONDENCE DATA	
Fax Number:	(215)963-5001
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	215-963-5809
Email:	jtroilo@morganlewis.com
Correspondent Name:	Thomas Sossong
Address Line 1:	1701 Market Street
Address Line 4:	Philadelphia, PENNSYLVANIA 19102
ATTORNEY DOCKET NUMBER:	045218-0010
NAME OF SUBMITTER:	Judith Troilo
Total Attachments: 7	

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**PATENT**  
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## **PATENT ASSIGNMENT**

This **PATENT ASSIGNMENT** (this "Patent Assignment") is made as of December 29, 2010, by and between N.C. Industries, Inc., a New York corporation ("NCI"), and Cutter Acquisition, LLC, a Delaware limited liability company (the "Buyer," and together with NCI, the "Parties"). Unless otherwise defined herein, capitalized terms used herein are as defined in the Asset and Interest Purchase Agreement, dated as of December 17, 2010 (the "Purchase Agreement"), by and among the Parties and certain other persons and entities.

## **BACKGROUND**

**WHEREAS**, pursuant to the Purchase Agreement, the Buyer has agreed to purchase the Purchased Assets, including the Patents, and NCI has agreed to sell the Purchased Assets, including the Patents, to the Buyer;

**WHEREAS**, NCI is the owner of the Patents listed on **Schedule A** attached hereto (collectively, the "NCI Patents"), and is executing and delivering this Patent Assignment for the purpose of assigning all of its right, title, and interest in and to the NCI Patents to the Buyer; and

**WHEREAS**, the execution and delivery of this Patent Assignment is a condition to the consummation of the Transactions;

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. NCI hereby grants, sells, conveys, assigns, transfers, and delivers to the Buyer its entire right, title and interest in and to the patents, patent applications, and inventions described therein, set forth on **Schedule A** attached hereto, in the United States and its territorial possessions and in all foreign countries, including all related applications or any continuations, continuations-in-part, divisionals, renewals, substitutes, reexaminations, or reissues thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, and all rights to claim priority on the basis of such applications, including the right to sue for and receive all damages from past infringements of the patents, patent applications, and inventions described therein, arising prior to the effective date of the assignment, the same to be held and enjoyed by NCI, its successors, assigns and other legal representatives. To be clear, the grant by NCI includes any and all NCI intellectual property rights in the "Chip Breaker" invention in development, in part, by NCI, as well as to any Intellectual Property in development as defined in the Purchase Agreement.

2. NCI hereby represents and warrants herein and by way of the Confirmation of Assumed Name set forth on **Schedule B** attached hereto that it has continuously used and is using the assumed name "Niagara Cutter" in its business and trade, and that NCI is and was the intended assignee of inventor Dennis L. Noland's entire right, title and interest in and to all inventions and patent and technology rights as described and claimed in U.S. Patent No. 6,991,409.

3. Upon the request of the Buyer or its Affiliates, NCI shall execute and deliver any and all instruments and documents and take such other future actions as may be necessary to document the aforesaid assignment and transfer or to enable the Buyer to secure, register, maintain, enforce, and otherwise fully protect its rights in and to the NCI Patents.

4. This Patent Assignment shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of the Parties. Except as set forth in the Purchase Agreement, nothing in this Patent Assignment shall confer any rights upon any Person other than the Parties and their respective successors and permitted assigns.

5. Neither the making nor the acceptance of this Patent Assignment shall enlarge, restrict, or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by NCI or the Buyer of any Liabilities, duties, or obligations imposed upon any of them by the terms of the Purchase Agreement.

6. This Patent Assignment may be executed in two or more counterparts (delivery of which may occur via facsimile or email), each of which shall be binding as of the date first written above, and, when delivered, all of which shall constitute one and the same instrument. A facsimile signature or electronically scanned copy of a signature shall constitute and shall be deemed to be sufficient evidence of a party's execution of this Patent Assignment, without necessity of further proof. Each such copy (or facsimile) shall be deemed an original, and it shall not be necessary in making proof of this Patent Assignment to produce or account for more than one such counterpart.

7. This Patent Assignment shall be construed and interpreted in accordance with the Laws of the State of New York without regard to its provisions concerning conflicts of Laws, choice of Law, choice of forum, or principles that might otherwise refer construction or interpretation of this Patent Assignment to the substantive Law of another jurisdiction.

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**Schedule A**

<b>Patent/Application Number</b>	<b>Country</b>	<b>Assignee</b>	<b>Status</b>
6,991,409	US	Niagara Cutter	In Force
4,242,927	US	Niagara Cutter	Expired
4,193,719	US	Niagara Cutter	Expired
4,181,456	US	Niagara Cutter	Expired
"Chip Breaker" (invention)	US and ex-US?		In Preparation

**Schedule B**

**[Copy of executed Confirmation of Assumed Name document]**



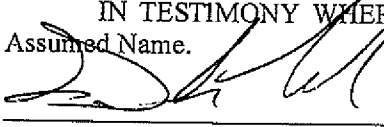
**CONFIRMATION OF ASSUMED NAME**

N.C. Industries, Inc. of 200 John James Audubon Parkway, Amherst, NY 14228-1120 ("N.C. Industries") and Dennis L. Noland, now residing at 191 Campbell Road (formerly RD #1, Box 302), Brockway, PA 15824 ("Noland"), hereby confirm and declare that, as and from its organization on or about October, 1986, N.C. Industries continuously has used and is using the assumed name "Niagara Cutter" in its business and trade, and that N.C. Industries as the employer of Noland is and was the intended assignee of Noland's entire right, title and interest in and to all inventions and patent and technology rights (Inventions) as described and claimed in U.S. Patent No. 6,991,409 ("the '409 Patent") and issuing on January 31, 2006 from U.S. Patent Application No. 10/327,521, as filed on December 24, 2002 and assigned to "Niagara Cutter" by an assignment document executed August 31, 2004 by Noland and recorded in the U.S. Patent and Trademark Office ("USPTO") on March 8, 2005 at Reel/Frames No. 015854/0030-32 ("the Assignment Document").

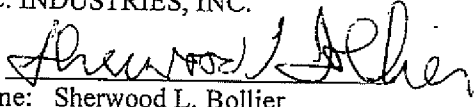
N.C. Industries and Noland having confirmed and declared N.C. Industries to be the intended assignee identified as "Niagara Cutter" in the Assignment Document, they jointly request that the USPTO record this Confirmation of Assumed Name as public notice that N.C. Industries is and always was the sole owner of the '409 Patent and of all rights under the '409 Patent and to the Inventions throughout the world.

Noland further covenants and warrants that (a) he has taken no action nor assisted any others in taking any action as might interfere with N.C. Industries' entire right, title and interest in and to the subject matter as intended to be assigned to N.C. Industries by the Assignment Document, (b) that he will not hereafter execute any document in conflict with any terms of the Assignment Document, and (c) with respect to the '409 Patent and Inventions that he continues to agree (i) to communicate to N.C. Industries or to its designated successor, legal representative and/or assigns, any facts known to Noland and to testify in any proceedings, and (ii) as reasonably required by N.C. Industries to sign all lawful papers and generally to do everything possible to aid N.C. Industries or its designated successor, legal representative or assigns to maintain and enforce the Patent and rights to the Inventions.

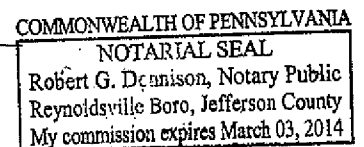
IN TESTIMONY WHEREOF, N.C. Industries and Noland have hereunto executed this Confirmation of Assumed Name.

  
Dennis L. Noland  
Date: 11-18-10

N.C. INDUSTRIES, INC.

By:   
Name: Sherwood L. Bollier  
Title: President  
Date: 11-18-2010

Commonwealth of Pennsylvania )  
County of JEFFERSON ) SS:



On this the 18 day of NOV, 2010, before me a notary public, the undersigned officer, personally appeared Dennis L. Noland, known to me to be the person whose name is subscribed to the within instrument, and who acknowledged that he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.



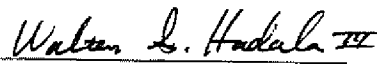
Notary Public

My Commission Expires:

State of New York )  
County of Erie ) ss.:

**WALTER S. HADALA, III**  
Notary Public, State of New York  
Reg. #01HA6129487  
Qualified in Erie County  
My Commission Expires June 27, 2013

On the 15<sup>th</sup> day of November, 2010, before me personally came Sherwood L. Bollier, to me known, who, being by me duly sworn, did depose and say that he resides at 43 HIDDEN PINE E. AMHERST, NY, that he is the President of N.C. Industries, Inc., the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said corporation.

  
Notary Public