

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Assignment and Assumption of Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
MERRILL LYNCH PCG, INC.	11/25/2009

RECEIVING PARTY DATA

Name:	Carlyle Strategic Partners, L.P.
Street Address:	520 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022

PROPERTY NUMBERS Total: 7

Property Type	Number
Patent Number:	5601135
Patent Number:	6779588
Patent Number:	6745454
Patent Number:	6763879
Patent Number:	6755235
Patent Number:	6938673
Patent Number:	6994148

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Latham & Watkins LLP, c/o Julie Dalke

Address Line 1: 650 Town Center Dr, 20th fl

Address Line 2: (042871-0005)

Address Line 4: Costa Mesa, CALIFORNIA 92626

PATENT

501735787

REEL: 027284 FRAME: 0471

OP \$280.00 5601135

ATTORNEY DOCKET NUMBER:	(042871-0005)
NAME OF SUBMITTER:	Adam Kummins
<p>Total Attachments: 6 source=aa csp#page1.tif source=aa csp#page2.tif source=aa csp#page3.tif source=aa csp#page4.tif source=aa csp#page5.tif source=aa csp#page6.tif</p>	

ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Assignment Agreement") is entered into as of by and between the Assignor named on the signature page hereto ("Assignor") and the Assignee named on the signature page hereto ("Assignee"). Reference is made to the Credit Agreement, dated as of November 18, 2005 (as amended or otherwise modified from time to time, the "Credit Agreement"), among Diversified Machine, Inc. ("Borrower") and Merrill Lynch PCG, Inc., as Lender. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Credit Agreement.

Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells and assigns to Assignee, and Assignee hereby purchases and assumes from Assignor the interests set forth on the schedule attached hereto (the "Schedule"), in and to Assignor's rights and obligations under the Credit Agreement as of the effective date set forth on the Schedule (the "Effective Date"). Such purchase and sale is made without recourse, representation or warranty except as expressly set forth herein.
2. Assignor (i) represents that as of the Effective Date, that it is the legal and beneficial owner of the interests assigned hereunder free and clear of any adverse claim, (ii) makes no other representation or warranty, other than such representations and warranties made by Assignor as of the Effective Date in a separate purchase and sale agreement (the "PSA") between Assignor and Assignee, and assumes no responsibility with respect to any statement, warranties or representations (other than pursuant to the PSA) made in or in connection with the Credit Agreement or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement, any other Financing Documents or any other instrument or document furnished pursuant thereto; and (iii) makes no representation or warranty and assumes no responsibility with respect to the financial condition of any other Credit Party or any other Person or the performance or observance by any Credit Party of its Obligations under the Credit Agreement or any other Financing Documents or any other instrument or document furnished pursuant thereto.
3. Assignee (i) confirms that it has received a copy of the Credit Agreement and the other Financing Documents, together with copies of the most recent financial statements delivered pursuant thereto and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment Agreement; (ii) agrees that it will, independently and without reliance upon Assignor or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement; (iii) agrees that it will perform in accordance with their terms all obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender; (iv) represents that on the date of this Assignment Agreement it is not presently aware of any facts that would cause it to make a claim under the Credit Agreement; (v) represents and warrants that Assignee is not a Foreign Lender or, if it is a Foreign Lender, (A) that it has delivered the documentation required to be delivered by Section 13 below and (B) that if it is claiming exemption from U.S. federal withholding tax under Section 871(h) or 881(c) of the Code with respect to payments of "portfolio interest", (w) it is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (x) it is not a 10-percent shareholder of any Credit Party within the meaning of Section 881(c)(3)(B) or Section 871(h)(3)(B) of the Code, (y) it is not a controlled foreign corporation related to any Credit Party within the meaning of Section 881(c)(3)(C) of the Code and (z) it is not a conduit entity participating in a conduit financing arrangement (as defined in Section

1.881-3 of the Code Treasury Regulations); (vi) represents and warrants that Assignee is (or, upon receipt of the required consents hereto by Borrower will become) an Eligible Assignee and (vii) represents and warrants that it has experience and expertise in the making or the purchasing of loans such as the Loans, and that it has acquired the interests described herein for its own account and without any present intention of selling all or any portion of such interests.

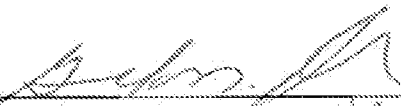
4. Each of Assignor and Assignee represents and warrants to the other party hereto that it has full power and authority to enter into this Assignment Agreement and to perform its obligations hereunder in accordance with the provisions hereof, that this Assignment Agreement has been duly authorized, executed and delivered by such party and that this Assignment Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity.
5. Upon the effectiveness of this Assignment Agreement pursuant to Section 13 below, pursuant to the terms of the Credit Agreement, (i) Assignee shall be a party to the Credit Agreement and, to the extent provided in this Assignment Agreement, have the rights and obligations of a Lender thereunder, (ii) Assignor shall, to the extent provided in this Assignment Agreement, relinquish its right and be released from its obligations under the Credit Agreement and (iii) all payments under the Credit Agreement in respect of the interest assigned hereby (including payments of principal, interest, fees and other amounts) shall be made to the account of Assignee.
6. Each of Assignor and Assignee hereby agrees from time to time, upon request of the other such party hereto, to take such additional actions and to execute and deliver such additional documents and instruments as such other party may reasonably request to effect the transactions contemplated by, and to carry out the intent of, this Assignment Agreement.
7. Neither this Assignment Agreement nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party (including, if applicable, any party required to evidence its consent to or acceptance of this Assignment Agreement) against whom enforcement of such change, waiver, discharge or termination is sought.
8. For the purposes hereof and for purposes of the Credit Agreement, the notice address of Assignee shall be as set forth on the Schedule. Any notice or other communication herein required or permitted to be given shall be in writing and delivered in accordance with the notice provisions of the Credit Agreement.
9. In case any provision in or obligation under this Assignment Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction shall not in any way be affected or impaired thereby.
10. THIS ASSIGNMENT AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.
11. This Assignment Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

12. This Assignment Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures hereto were upon the same agreement.
13. This Assignment Agreement shall become effective as of the Effective Date upon the satisfaction of each of the following conditions: (i) the execution of a counterpart hereof by each of Assignor, Assignee and Borrower (ii) in the event Assignee is a Foreign Lender, the receipt by Borrower of United States Internal Revenue Service Forms W-8ECI, W-8BEN or W-8IMY (as applicable), and such other forms, certificates or documents, including those prescribed by the United States Internal Revenue Service, properly completed and executed by Assignee, certifying as to Assignee's entitlement to exemption from withholding or deduction of Taxes with respect to payments made under the Credit Agreement, (iii) in the event Assignee is a United States person (as defined in Section 7701(a)(3) of the Code), the receipt by Borrower of United States Internal Revenue Service form W-9 and (iv) the receipt by Assignor of originals or telecopies of the counterparts described above.

The parties hereto have caused this Assignment Agreement to be executed and delivered as of the date first written above.

ASSIGNOR:

MERRILL LYNCH PCG, INC.

By: 
Name: GERARD M. HAUBERT
Title: VICE PRESIDENT

ASSIGNEE:

CARLYLE STRATEGIC PARTNERS, L.P.

By: _____
Name: _____
Title: _____

Consented to and Acknowledged:

DIVERSIFIED MACHINE, INC.

By: _____
Name: _____
Title: _____

The parties hereto have caused this Assignment Agreement to be executed and delivered as of the date first written above.

ASSIGNOR:

MERRILL LYNCH PCG, INC.

By: _____
Name:
Title:

ASSIGNEE:

CARLYLE STRATEGIC PARTNERS, L.P.

By: Raymond Whiteman
Name: Raymond Whiteman
Title: Managing Director

Consented to and Acknowledged:

DIVERSIFIED MACHINE, INC.

By: Shankar Kiro
Name: SHANKAR KIRO
Title: CFO

Schedule to Assignment Agreement

Assignor: Merrill Lynch PCG, Inc.

Assignee: Carlyle Strategic Partners, L.P.

Effective Date: November 25, 2009

Credit Agreement dated as of November 18, 2005 among
Diversified Machine, Inc., as Borrower and Merrill Lynch PCG,
Inc. as Lender

Interests Assigned:

Aggregate Loans Outstanding:	\$15,000,000
Assigned Amount:	\$14,400,000
Percentage Assigned:	96.00000000%