

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
General Electric Company	11/15/2010
RECEIVING PARTY DATA	
Name:	Merkle-Korff Industries, Inc.
Street Address:	1776 Winthrop Drive
City:	Des Plaines
State/Country:	ILLINOIS
Postal Code:	60018-1980
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6864616
CORRESPONDENCE DATA	
Fax Number:	(816)531-7545
Phone:	(816) 460-2605
Email:	brian.mcginley@snrdenton.com, anita.hansen@snrdenton.com, patents@snrdenton.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Brian R. McGinley
Address Line 1:	SNR Denton US LLP
Address Line 2:	P. O. Box 061080
Address Line 4:	Chicago, ILLINOIS 60606-1080
ATTORNEY DOCKET NUMBER:	70000167-0041 (BRM)
NAME OF SUBMITTER:	Brian R. McGinley
Total Attachments: 4 source=Final Patent Assignment - Signed by GE#page1.tif source=Final Patent Assignment - Signed by GE#page2.tif source=Final Patent Assignment - Signed by GE#page3.tif source=Final Patent Assignment - Signed by GE#page4.tif	

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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT, dated as of November 15, 2010, is executed by General Electric Company, a New York corporation (the "Assignor"), in favor of Merkle-Korff Industries, Inc., a Delaware corporation (the "Assignee").

WHEREAS, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement dated as of October 18, 2010 (the "Purchase Agreement"), pursuant to which the Assignor agreed to sell, convey, transfer, assign and deliver unto the Assignee all of its right, title, and interest in and to the Transferred Assets (as defined in the Purchase Agreement);

WHEREAS, the Transferred Assets include a certain United States Patent set forth on Exhibit A (the "Patent"); and

WHEREAS, the Assignor hereby confirms that the Assignor has the full right to convey all rights, as herein expressed, to the Patent and the inventions embodied therein.

NOW THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of the mutual covenants contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor does hereby sell, assign, transfer and set over unto the Assignee, as of the date hereof, its entire right, title and interest in, to and under the Patent aforesaid in the United States, its colonies, dependencies and territories, and all foreign countries, as described in the Patent aforesaid, together with the right of priority under the International Convention for the Protection of Industrial Property (the Paris Convention) and any other international agreements to which the United States of America adheres, and in and to any reissue, division, substitute, reexamination certificate or extension of the Patent, the same to be held and enjoyed by the Assignee, for its own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives, to the end of the term or terms of which the Patent are granted or reissued, as fully and entirely as the same would have been held and enjoyed by the Assignor if this instrument and assignment had not been made; together with all claims for profits and damages by reason of past infringement of the Patent, with the right to sue for and collect the same for its own use and behalf for any infringement arising prior to, on or subsequent to the date of this Patent Assignment, and for the use and behalf of its successors, assigns or other legal representatives, and to all substitutions, continuations, continuations-in-part, divisional and reissue applications of the Patent.

And the Assignor hereby authorizes a representative of the Assignee and its successors and assigns to apply for patents directly in its own name, upon the aforesaid inventions and wherever the same is permitted by law, and the Assignor authorizes and requests the United States Commissioner of Patents and Trademarks to issue all Patent which may issue on the aforesaid patent applications to the Assignee, its successors and assigns, in accordance with this instrument.

And the Assignor hereby agrees to transfer a like interest upon request of the Assignee, its successors, assigns and legal representatives, and without further remuneration, in and to any improvements, and applications for patents based thereon, growing out of or related to the said inventions; and to execute any papers requested by the Assignee, its successors, assigns and legal representatives, deemed essential to the Assignee's full protection and title in and to the inventions hereby transferred and for maintaining any resulting patent concerning said inventions.

And the Assignor hereby constitutes and appoints the Assignee and its successors and assigns Assignors' true and lawful attorneys with full power of substitution, in Assignors' names and stead but on

behalf of and for the benefit of the Assignee and its successors and assigns, to institute and prosecute, from time to time, and at the expense and for the benefit of the Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, or to execute such documents, which the Assignee or its successors or assigns may deem proper for the assignment of, or recordation of ownership to, any of the Patent or for the collection and enforcement of any claim or right of any kind hereby conveyed, transferred and assigned, or intended so to be, and to do all acts and things in relation to the Patent which the Assignee or its successors or assigns shall deem desirable. The foregoing powers are coupled with an interest and are and shall be irrevocable by the Assignor or by dissolution of the Assignor or in any manner or for any reason whatsoever.

This Patent Assignment shall be subject to the terms and conditions set forth in the Purchase Agreement and nothing contained herein shall be construed to limit, terminate or expand the representations, warranties, covenants and agreements of the parties set forth in the Purchase Agreement or in that certain Bill of Sale and Assignment of even date herewith delivered by the Assignor to the Assignee.

[Signature Page Follows]

Exhibit A

PATENTS

United States Patent US6864616B2