

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Cleveland Motion Controls, Inc.	11/10/2012
RECEIVING PARTY DATA	
Name:	Kaliburn, Inc.
Street Address:	4130 Palmetto Commerce Parkway
City:	Ladson
State/Country:	SOUTH CAROLINA
Postal Code:	29456
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6122978
Patent Number:	6360596
Patent Number:	6250146
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	864-271-1592
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Correspondent Name:	Dority & Manning, P.A.
Address Line 1:	P.O. Box 1449
Address Line 4:	Greenville, SOUTH CAROLINA 29602
ATTORNEY DOCKET NUMBER:	IYY-MISC
NAME OF SUBMITTER:	Tim F. Williams
Total Attachments: 3 source=CMC to Kaliburn assignment#page1.tif source=CMC to Kaliburn assignment#page2.tif source=CMC to Kaliburn assignment#page3.tif	

OP \$120.00 6122978

PATENT ASSIGNMENT AGREEMENT

PATENT Assignment Agreement (the "Assignment"), dated as of **November 10, 2012**, between **Cleveland Motion Controls, Inc** an Ohio Corporation ("Assignor"), and **Kaliburn, Inc.**, a South Carolina corporation ("Assignee").

WHEREAS, Assignee desires to purchase or acquire all Assignor's right, title and interest in and to the Assigned IP; and

WHEREAS, Assignee is the Assignor's successor with respect to the Business, to which Business the trademarks of the Assigned IP pertain, and the Business is ongoing and existing;

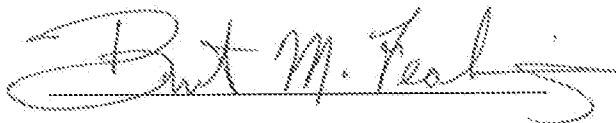
NOW, THEREFORE, in consideration of, among other things, the payment by Assignee of the Purchase Price and in further consideration of the mutual covenants and agreements, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Patents. Effective as of November 10, 2012, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the patents set forth in Schedule I hereto (the "Assigned Patents"), including the right to claim priority therefrom under the International Patent Convention, and any and all Patents which may issue or be reissued based on said Assigned Patents.
2. Further Assurances. The parties hereby reciprocally acknowledge that a certain number of Assigned Patents were not duly endorsed in favor of Assignor following the relevant purchase or acquisition by, or transfer or assignment to, the same. Assignor hereby undertakes to give to Assignee all assistance reasonably necessary to the end of finalizing endorsements contemplated by this Assignment in favor of Assignee even, where necessary, by appointing an attorney-in-fact duly empowered to carry out all the actions necessary for such purpose.
3. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
4. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark and patent issues, and (ii) in all other respects, including as to validity (except for patent and trademark issues), interpretation and effect, by the laws of the State of New York without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

Assignor:

Cleveland Motion Controls, Inc.



Burt Fealing

President

Assignee:

Kaliburn, Inc



George Dalton

Secretary

Schedule I

Case No	Invention Title	City	Status	Filing Date	Appl. Number	Issue Date	Patent No
M-ICM-0041	CANTILEVER TRANSDUCER	US	Granted	2-Apr-1998	09/053,800	26-Sep-2000	6122978
M-ICM-0049	WEB TENSION TRANSDUCER	US	Granted	5-Aug-1999	09/368,936	26-Mar-2002	6360596
M-ICM-0051	WEB TENSION TRANSDUCER APPARATUS	US	Granted	14-Sep-1999	09/395,437	26-Jun-2001	6250146

On this 10th day of November, 2012, before me personally appeared

Burt Fealing, known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same on behalf of Cleveland Motion Controls, Inc. for the uses and purposes therein set forth.

Tara Solanki

SEAL

Notary Public

TARA SOLANKI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SO6258621
Qualified in Westchester County
My Commission Expires March 26, 2016

My commission expires _____

On this 10th day of November, 2012, before me personally appeared

George Dalton, known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same on behalf of Kaliburn, Inc. for the uses and purposes therein set forth.

Tara Solanki

SEAL

Notary Public

TARA SOLANKI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SO6258621
Qualified in Westchester County
My Commission Expires March 26, 2016

My commission expires _____