

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2851919

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PRECISION METALSMITHS, INC.	04/18/2014
RECEIVING PARTY DATA	
Name:	AVALON PRECISION CASTING COMPANY, LLC
Street Address:	15583 BROOKPARK ROAD
City:	BROOK PARK
State/Country:	OHIO
Postal Code:	44142
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6746528
Patent Number:	6949136
Patent Number:	6921786
CORRESPONDENCE DATA	
Fax Number:	(312)862-2200
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	312-862-6371
Email:	renee.prescan@kirkland.com
Correspondent Name:	RENEE PRESCAN
Address Line 1:	300 NORTH LASALLE STREET
Address Line 2:	KIRKLAND & ELLIS LLP
Address Line 4:	CHICAGO, ILLINOIS 60654
ATTORNEY DOCKET NUMBER:	28653-49 RMP
NAME OF SUBMITTER:	RENEE M. PRESCAN
SIGNATURE:	/Renee M. Prescan/
DATE SIGNED:	05/12/2014
Total Attachments: 7	
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REEL: 032872 FRAME: 0741

INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

THIS INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT (this “Assignment”), effective as of April 18, 2014 (“Effective Date”) by and between **Precision Metalsmiths, Inc.**, an Ohio corporation (“Assignor”), and **Avalon Precision Casting Company, LLC**, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the intellectual property set forth on Schedule A attached hereto (collectively, the “Intellectual Property”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. The recitals to this Assignment are hereby incorporated by reference herein and form an integral part of this Assignment.
2. Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Intellectual Property, for the United States, Canada and for all foreign countries, including any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions, renewals or foreign equivalents thereof, and including the subject matter of all claims which may be obtained therefrom, all goodwill represented thereby or associated therewith, and all ancillary rights associated with any and all of the foregoing, for Assignee’s own use and enjoyment, free and clear of any and all security interests, debts, liens and encumbrances suffered or incurred by Assignor, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Intellectual Property, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.
3. At the reasonable request of Assignee and at Assignee’s expense, Assignor shall duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer and assignment, and notices, releases, acquittances and other documents and perform such further acts, as may be necessary to convey, transfer, assign and deliver to, and consolidate, vest and record in Assignee, full ownership of the Intellectual Property and other rights conveyed herewith.
4. Assignor hereby requests the U.S. Commissioner of Patents and Trademarks, the Canadian Intellectual Property Office and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Intellectual Property.

5. This Assignment shall be governed, including as to validity, interpretation and effect, by, and construed in accordance with, the internal laws of the State of Delaware applicable to agreements made and performed within the State of Delaware without regard to conflicts of laws principles thereof.

6. If any provision of this Assignment (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other assigned Intellectual Property.

7. This Assignment may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one (1) and the same agreement. Any counterpart may be executed by facsimile or electronic portable document format (.pdf) signature and such facsimile or .pdf signature shall be deemed an original.

* * * * *

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

PRECISION METALSMITHS, INC.

David Dolata

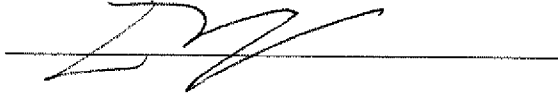
Name: DAVID DOLATA

Title: CEO

Signature Page to Intellectual Property Rights Assignment

Agreed to and accepted by:

AVALON PRECISION CASTING COMPANY, LLC



Name: Jason S. Van Zant

Title: Vice President

Signature Page to Intellectual Property Rights Assignment

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SCHEDULE A






INTELLECTUAL PROPERTY

Patents:

Title	Patent #	Country	Issued Date
HIGH TEMPERATURE INVESTMENT MATERIAL AND METHOD FOR MAKING SOLID INVESTMENT MOLDS	6,746,528	USA	6/8/2004
HIGH TEMPERATURE INVESTMENT MATERIAL AND METHOD FOR MAKING SOLID INVESTMENT MOLDS	6,949,136	USA	9/27/2005
PATTERN MATERIAL	6,921,786	USA	7/26/2005

Trademarks:

Title	Reg. #	Country	Reg. Date
ePROTO CAST	3,245,281	USA	5/22/2007
INVESTAL	513,272	Canada	7/27/1999
INVESTAL	2,180,412	USA	8/11/1998
PMI	197699; 197700	South Korea	8/3/1990
PMI	961,182	USA	6/19/1973
	422,966	Canada	2/4/1994

	2,062,223	Germany	4/14/1994
	688250	Mexico	2/28/2001
	259035	South Korea	3/4/1993
	1,536,749	UK	5/25/1993
	1,739,432	USA	12/15/1992

PRECISION METALSMITHS	777,242	USA	9/22/1964
PROTO-CAST	776,871	USA	9/15/1964
SHELLVEST	704,503	USA	9/20/1960

Copyrights:

Title	Reg. #	Country	Reg. Date
REQUEST FOR QUOTE DO'...S & DON'T..S FOR FUNCTIONAL INVESTMENT CASTINGS FROM	TX-624-249	USA	2/9/1981
INTRODUCING FOR LICENSING THE PATENTED SHELLVEST SYSTEM, INVESTMENT BAND SYS	TX-1-267-188	USA	1/18/1983

Domain name:

<http://www.precisionmetalsmiths.com/>