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BTU-MISC - 337511

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

(Rev. 04/06)

USPTO No. 0651/0011 (app. 4/94)

WSGL (rev. 10/01)

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies)  
Dana Corporation

Individual(s)                       Association  
 General Partnership             Limited Partnership  
 Corporation-State - Virginia  
 Other

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: BTU INTERNATIONAL, INC.

Internal Address:  
Street Address: 23 Esquire Road  
City: N. Billerica            State: MA            Zip: 01862

Individual(s) Citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State - Delaware  
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement     Change of Name  
 Other

Execution Date: May 31, 2006

4. Application number(s) or patent number(s):

A. Trademark Application No.(s) **78/479,922**                      B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Weingarten, Schurgin, Gagnebin & Lebovici LLP  
Ten Post Office Square  
Boston, Massachusetts 02109


6. Total number of applications and registrations involved: [1]

7. Total fee (37 CFR 3.41).....\$ 40.00  
 Enclosed  
 Authorized to be charged to Deposit Account No. 23-0804

8. Deposit account number:  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name of Person Signing Stanley M. Schurgin    Signature     Date 6/12/06

Total number of pages including cover sheet, attachments, and document: [6]

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Assignment Recordation Services  
Director U.S. Patents and Trademarks Office  
P.O. Box 1450, Alexandria, VA 22313-1450

700269938

TRADEMARK  
REEL: 003326 FRAME: 0901

CH \$40.00 230804 78479922

## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*") effective as of May 31, 2006 (the "*Effective Date*"), is entered into by and between Dana Corporation, a Virginia corporation ("*Assignor*"), and BTU International, Inc., a Delaware corporation ("*Assignee*").

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated May 18, 2006 (the "*APA*"), concerning Licensor's purchase of certain assets, including the "*IP Assets*" (as defined in the APA), and assumption of certain liabilities associated therewith.

B. Assignor is the owner of the entire right, title and interest in, to and under the United States and foreign trademarks and registrations and applications for registration of trademarks identified and set forth on Schedule A or that otherwise constitute "*IP Assets*" under the APA (all of the foregoing collectively, the "*Trademarks*") and the goodwill associated with all of the foregoing.

C. Pursuant to the APA, the Trademarks and their associated goodwill are to be assigned to Assignee at its request and direction.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the APA), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

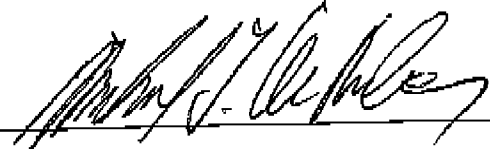
Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, 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 and sale 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 Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

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

**DANA CORPORATION**


By: 

Name: Michael L. DeBacker

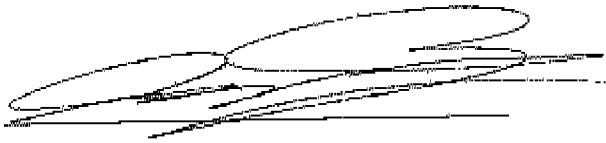
Title: Vice President

STATE OF OHIO            )  
                                  ) SS:  
COUNTY OF LUCAS        )

On this 30<sup>th</sup> day of May, 2006 personally appeared before me Michael L. DeBacker, known to me to be Vice President of DANA CORPORATION, who acknowledged that he signed this instrument as a free act on behalf of DANA CORPORATION.

  
Notary Public:            **JEFFREY M. CLARKE**  
My commission expires:    Attorney at Law  
                                  Notary Public, State of Ohio  
                                  My Commission Has No Expiration  
                                  Section 147.03

BTU INTERNATIONAL, INC.

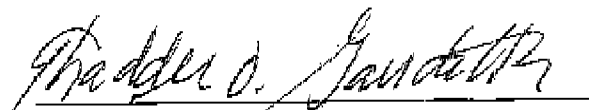
By: 

Name: Paul van der Wansem

Title: Chief Executive Officer

COMMONWEALTH OF MASSACHUSETTS )  
 ) SS:  
COUNTY OF MIDDLESEX )

On this 31<sup>st</sup> day of May, 2006, before me, the undersigned notary public, personally appeared Paul van der Wansem, proved to me through satisfactory evidence of identification, which were MA DRIVERS LIC, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as Chief Executive Officer for BTU International, Inc., a Delaware corporation.

  
Notary Public:  
My commission expires: 25-5-2007

**Schedule A**

**"Trademarks"**

(See attached listing.)

