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To the Honorable Commissioner of Pat

102050317

ched original documents or copy thereof.

1. Name of conveying party(ies):
MOTCH CORPORATION
1250 E. 222nd Street
Cleveland, OH 44117-1190

4-11-02

- Individual(s)
- General Partnership
- Corporation-State: Ohio
- Other _____
- Association
- Limited Partnership

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

3. Nature of conveyances:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: January 29, 2002

2. Name and address of receiving party(ies):

Name: DEVLIEG BULLARD II, INC.

Internal Address: _____

Street Address: 10100 Forest Hills Road

City: Rockford State: IL ZIP: 61115

- 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

4. Application Number(s) or registration number(s):

A. Trademark Application.(s)

SEE ATTACHED SCHEDULE A

B. Trademark registration No.(s)

SEE ATTACHED SCHEDULE A

Additional numbers attached? Yes No

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

Na **RETURN TO:**
 Int **FEDERAL RESEARCH CORP**
 — **400 SEVENTH STREET NW**
 — **SUITE 101**
 St **WASHINGTON DC 20004**
 —
 Cit —

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

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

BOBBIE TARMON

Bobbie Tarmon

April 9, 2002

Name of Person Signing

Signature

Date

Total number of pages including coversheet, attachments and document: 4

04/12/2002 6TON11 00000025 362745

Mail documents to be recorded with required coversheet information to:

40.00 OP Commissioner of Patents & Trademarks, Box Assignments
50.00 OP Washington, D.C. 20231

01 FC:481
02 FC:482

SCHEDULE A

MARK NAME	JURISDICTION	REG. NO.
CONOMATIC	Argentina	1,720,416
CONOMATIC	Australia	A90,376
CONOMATIC	Benelux	107,139
CONOMATIC	Canada	12278
MOTCH	Canada	245,355
CONOMATIC	China	147,661
CONOMATIC	Denmark	1949-1037
CONOMATIC	Great Britain	606,391
CONOMATIC	Italy	787683
CONOMATIC	Korea	183,153
CONOMATIC	USSR	59520
CONOMATIC	United States	362,745
SPRINGFIELD	United States	1,893,926
MOTCH	United States	1,179,828
CONOMATIC	Venezuela	94,740-F
CONOMATIC	Vietnam	11 438

DOMAIN NAME
MOTCH.COM

ASSIGNMENT OF INTELLECTUAL PROPERTY

For One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MOTCH CORPORATION, a corporation organized and existing under the laws of the State of Ohio, (hereinafter "Assignor"), hereby sells, assigns, transfers, grants, releases, and quit-claims to DEVLIEG-BULLARD II, INC., a corporation organized and existing under the laws of the State of Delaware, (hereinafter "Assignee"), its successors, assigns or other legal representatives, Assignor's entire rights, title and interest in and to: the trademarks and trade names listed on Schedule A attached hereto including the goodwill of the business symbolized by said trademarks and trade names and the registrations therefor; the domain name registration listed on Schedule A attached hereto; and the copyrights and trade secrets associated with such trademarks, trade names, and domain name, and the business symbolized thereby including but not limited to, the written text and graphics of the Web site appearing at such domain name, other than the copyrights and trade secrets associated with the Tri-Turn Business as defined in the Trademark License Agreement between Assignee and Assignor, dated January 29, 2002; and in each case other than the Retained Assets defined in the Purchase Agreement (hereinafter, collectively, the "Intellectual Property").

Assignor agrees that at the request of Assignee, Assignor will, to the extent Assignor is able to do so, without additional consideration, execute any documents deemed necessary by Assignee to:

- (a) vest all right, title and interest in the Intellectual Property in Assignee or any party designated by Assignee; and
- (b) to enable Assignee to seek, register, maintain or enforce rights in the Intellectual Property anywhere in the world.

Assignor further sells, assigns, transfers, grants, releases and quitclaims to Assignee, its successors, assigns or other legal representatives, any and all claims for damages by reason of past, present or future infringement of said Intellectual Property, and the right to sue for and collect the same for its own use and benefit and that of its successors, assigns or other legal representatives.

This Assignment is executed pursuant to that certain Asset Purchase Agreement by and among Assignor, Assignee, and Cone-Blanchard Corporation, a corporation organized and existing under the laws of the State of Delaware, and dated December 31, 2001 (herein, the "Purchase Agreement").

IN WITNESS WHEREOF, Assignor has executed this Assignment effective as of this 29th day of January, 2002.

MOTCH CORPORATION

By: [Signature]

Name: Jon Hunter Banbury

Title: President

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

This 29th day of January, 2002, before me personally appeared Jon Hunter Banbury to me known as the President of MOTCH CORPORATION, a corporation of the State of Ohio, who executed the foregoing Assignment and acknowledged that he was authorized to execute the same as the free act and deed of such corporation.

[Signature]
NOTARY PUBLIC

CHARLA C. MOZINA
Notary Public, State of Ohio

My commission expires: My Commission Expires August 21, 2002