

Form PTO-1594  
(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

### 1. Name of conveying party(ies):

Meister Grinding Technologies Corporation

- Individual(s)
- General Partnership
- Corporation-State Massachusetts
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

### 3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: Effective April 25, 2001

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

Name: Meister Grinding Technologies Corporation

Internal Address: \_\_\_\_\_

Street Address: 201 Circuit Drive

City: North Kingstown State: RI Zip: 02852

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Rhode Island
- 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 No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) 1,245,201

Additional number(s) attached  Yes  No

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

Name: Karen L. Feisthamel, Esq.

Internal Address: Hinckley, Allen & Snyder LLP

Street Address: 1500 Fleet Center

City: Providence State: RI Zip: 02903

### 6. Total number of applications and registrations involved:

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

- Enclosed
- Authorized to be charged to deposit account

### 8. Deposit account number:

50-0485

**DO NOT USE THIS SPACE**

### 9. Signature.

Karen L. Feisthamel  
Name of Person Signing

  
Signature

October 23, 2003  
Date

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

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

CH \$40.00 600486 1246201

**CONFIRMATORY INSTRUMENT OF TRANSFER, ASSIGNMENT AND ASSUMPTION OF LIABILITIES**

Meister Grinding Technologies Corporation, a Massachusetts corporation, ("Grantor") and Meister Grinding Technologies Corporation, a Rhode Island corporation, ("Grantee") acknowledge, confirm and agree to the following effective as of April 25, 2001:

**WITNESSETH:**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor does assign, transfer, convey and deliver to Grantee, its successors and assigns, forever, and subject to all liabilities and obligations of Grantor, including but not limited to loans payable and lease obligations, ("Assumed Liabilities"), all of the assets of Grantor, real, personal and mixed, tangible and intangible, including but not limited to all real estate and buildings and improvements thereto; all machinery, equipment, leasehold improvements, furniture, fixtures, office equipment, vehicles and other tangible personal property; all accounts receivable; all inventory of raw materials, work-in-process and finished goods; all contract rights, warranties, licenses, permits, prepaid expenses; all trade names, trademarks, copyrights, patents and all goodwill associated therewith; all other goodwill associated with Grantor and its business; all business records, product plans, specifications, accounting records, employee records, purchase orders, proposals, vendor records, customer records and all other customer and product materials and information; and all other intellectual property, including but not limited to computer software, programs, trade secrets, business systems and procedures; (collectively, the "Assets").

**TO HAVE AND HOLD** unto Grantee, its successors and assigns forever; and Grantor represents, warrants and covenants to and with Grantee, its successors and assigns, as follows: (A) Grantor is the lawful owner of the Assets and has good right and authority to convey Assets; (B) Grantee shall quietly possess and enjoy the Assets without hindrance, obstruction or interference of any kind by any persons whomsoever; and (C) Grantor shall execute or procure any further necessary assurances of title to the Assets.

For and in consideration of good and valuable consideration, the receipt and sufficiency of which is acknowledged, Grantee does assume, and shall pay, perform and discharge as and when due, the Assumed Liabilities.

Each party shall, upon the request of other party, execute and deliver to other party, from time to time, such other agreements, instruments and documents as requesting party may reasonably request in order to more effectively consummate the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties have duly executed this Instrument.

GRANTOR: Meister Grinding Technologies Corporation

By   
Konrad Meister, President

GRANTEE: Meister Grinding Technologies Corporation

By   
Thomas Meister, President

**TRADEMARK**