FORM PTO-1594
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Mail Stop ASSIGNMENT RECORDATION SERVICES, Director of the US Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450.
Please record and index the attached original documents or copy thereof.

1. Name of conveying party(ies):

Name: Ingersoll-Rand Company

Address: 200 Chestnut Ridge Road

City: Woodcliff Lake State: NJ Zip: 07675

State of Jersey Corporation

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

Name: Karolin Machine Tool, Inc.

Address: 635 West 12th Street

City: Baxter State: KA Zip: 66713

Type of Company: Corporation

Corporation-State: Delaware

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

(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? __ Yes __ No

3. Nature of Conveyance: Assignment

Execution Date: **August 25, 2003**

4.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2401499 and 1468814

Additional numbers attached? __ Yes X No

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

Dyann L. Kostello
Michael Best & Friedrich LLP
3773 Corporate Parkway Suite 360
Center Valley, Pennsylvania 18034

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41):.....$ 65.00

__ Enclosed

X Charged to deposit account

8. Deposit account number: 09-0260

CH $65.00 090260 2401499

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.

Dyann L. Kostello
Name of Person Signing

Signature

October 30,2003
Date

Total number of pages including cover sheet, attachments, and document: 5

OMB No. 0651-0011 (exp. 4/94)TFORM\TMASSIGN

Attorney File 094377/9001

Sent via Facsimile to 1-703-306-5995

cc: Docketing

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (the "Assignment") is entered into as of September 30, 2003, by and between INGERSOLL-RAND COMPANY, a New Jersey corporation ("ASSIGNOR") and KAROLIN MACHINE TOOL, INC., a Delaware corporation ("ASSIGNEE").

WHEREAS, ASSIGNOR and ASSIGNEE are parties to that certain Asset Purchase Agreement dated as of August 25, 2003 (the "Purchase Agreement") (all terms which are capitalized and not defined herein shall have the respective meanings set forth in the Purchase Agreement); and

WHEREAS, ASSIGNOR is the current, sole and record owner of the United States and foreign patents and patent applications listed on Exhibit 3.12(a) attached hereto, which constitute a portion of the Transferred Intellectual Property (the "Patents"); and

WHEREAS, pursuant to the Purchase Agreement, ASSIGNOR has agreed to sell, assign and transfer, and ASSIGNEE has agreed to purchase, the Transferred Intellectual Property.

NOW THEREFORE, for sums paid to ASSIGNOR by ASSIGNEE pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to Section 2.1 of the Purchase Agreement, ASSIGNOR does hereby sell, convey, transfer and assign to ASSIGNEE all right, title and interest of ASSIGNOR in and to the Patents and in and to any reissue, extension, division or continuation of any Letters Patent that may be granted upon said Patents or underlying applications, free and clear of all Encumbrances, excepting only Assumed Liabilities and Permitted Encumbrances.

For said consideration ASSIGNOR hereby agrees, upon the request of said ASSIGNEE, to execute any and all divisional, continuation and renewal applications for said Patents, and any necessary oath or supplemental oath or affidavit relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted on said application that said ASSIGNEE may deem necessary or expedient, and for said considerations ASSIGNOR further agrees upon the request of said ASSIGNEE, in the event of said application or any division thereof, or Letters Patent issued thereon, or any reissue or application for the reissue thereof, becoming involved in interference, to cooperate with said ASSIGNEE, in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, and ASSIGNOR hereby agrees to perform, upon said request, any and all affirmative acts to obtain said Letters Patent and vest all rights therein hereby conveyed in the said ASSIGNEE as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this assignment and sale had not been made.

[Signature pages follows]

IN TESTIMONY WHEREOF, ASSIGNOR and ASSIGNEE have executed the Assignment by their proper officers thereunto duly authorized.

INGERSOLL-RAND COMPANY

By: _____
Name: Patricia Nachtigal
Title: Senior Vice President

STATE OF New Jersey)
)SS
COUNTY OF Bergen)

Before me, a notary public, on this day personally appeared Patricia Nachtigal, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that she executed the same as Senior Vice President on behalf of INGERSOLL-RAND COMPANY. for the purposes and consideration therein expressed.

Given under my hand and seal of office this 30th day of September, 2003.

_____
Printed Name: Kathleen Vasquez

My Commission Expires:

KATHLEEN VASQUEZ
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. 15, 2007

TRADEMARK
REEL: 002739 FRAME: 0801

ACKNOWLEDGED AND AGREED:

KAROLIN MACHINE TOOL, INC.

By: [signature]
Name: Lars Bergström
Title: President

STATE OF _____)
)
COUNTY OF _____)

Before me, a notary public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same as _____ on behalf of KAROLIN MACHINE TOOL, INC. for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____, 2003.

_____

Printed Name: _____

My Commission Expires: _____