

05-29-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)



102460681

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

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

1. Name of conveying party(ies): Joseph Dyson & Sons, Inc. and Dependable Appliance Parts Company, Inc. [checkboxes for Individual(s), General Partnership, Corporation-State, Other, Association, Limited Partnership] Additional name(s) of conveying party(ies) attached? [checkboxes] Yes [checkbox] No [checkbox]

2. Name and address of receiving party(ies) Name: DYAC Corporation Internal Address: Street Address: 53 Freedom Road City: Painesville State: OH Zip: 44077 [checkboxes for citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other] If assignee is not domiciled in the United States, a domestic representative designation is attached. [checkboxes] Yes [checkbox] No [checkbox] Additional name(s) & address(es) attached? [checkboxes] Yes [checkbox] No [checkbox]

3. Nature of conveyance: [checkboxes] Assignment [checkbox] Merger [checkbox] Security Agreement [checkbox] Change of Name [checkbox] Other [checkbox] Execution Date: July 18, 1990

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 866,724 Additional number(s) attached [checkboxes] Yes [checkbox] No [checkbox]

5. Name and address of party to whom correspondence concerning document should be mailed: Name: James A. Lucas, Reg. No. 21,081 Street Address: Driggs, Lucas, Brubaker & Hogg Co., LPA 8522 East Avenue City: Mentor State: OH Zip: 44024 Certificate of Mailing Under 37 CFR 1.10 I hereby certify that, on the date shown below, this correspondence is being deposited with the United States Postal Service in an envelope addressed to the Assistant Commissioner of Patents & Trademarks, Box Assignments Washington, D. C. 20231 Carole Giacomazzo 5/21/2003 Name of Person Mailing Paper Date

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41) \$40.00 [checkboxes] Enclosed [checkbox] Authorized to be charged to deposit account [checkbox] 8. Deposit account number: 500645

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 James A. Lucas, Reg. No. 21,081 Name of Person Signing Signature Date May 19, 2003 Total number of pages including cover sheet, attachments, and document 4

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

TRADEMARK REEL: 002741 FRAME: 0393

866724 50000110 500645 40.00 CH 05/28/2003 01 FC:8521

INTANGIBLES ASSIGNMENT

THIS INTANGIBLES ASSIGNMENT (the "Assignment") is made and entered into as of July 7, 1990 by JOSEPH DYSON & SONS, INC., an Ohio corporation, and DEPENDABLE APPLIANCE PARTS COMPANY, INC., an Ohio corporation, having their principal office location and principal business address at 53 Freedom Road, Painesville, Ohio 44077 (collectively the "Assignors") in favor of DYAC CORPORATION, a Delaware corporation having a principal office location and principal business address at 53 Freedom Road, Painesville, Ohio 44077 ("Assignee").

WHEREAS, Assignors are engaged in the business of designing, producing, servicing, selling and distributing metal forgings and fastener products (the "Business"); and

WHEREAS, pursuant to a certain Agreement of Purchase and Sale ("Purchase Agreement") dated July 9, 1990 by and between Assignors and Assignee, as assignee of Willard R. Bell, Assignors have agreed to sell, assign, transfer and deliver to Assignee all intangible assets used in or relating to the Business, including all patents, patent applications, and rights to patentable inventions and all reissues, divisions, continuations, continuations in part and extensions thereof; all service marks, trademarks, trade names, copyrights and licenses, and all registrations or applications relating thereto; all goodwill associated with any trademark, service mark or trade name; all inventions, trade secrets, know-how, formulae, patterns, plans, specifications, blueprints, manuals, designs and drawings and other confidential or proprietary materials or information; and the right to sue for past infringement or improper use or disclosure of any such items and any other proprietary rights of every kind and nature in the United States and in foreign countries (collectively the "Rights") to the extent such Rights are directly or indirectly owned, licensed, used, required for use or controlled in whole or in part by the Assignors with respect to the Business; and

WHEREAS, Assignee desires to acquire such Rights, specifically including, but not limited to, those trade names listed on Exhibit A attached hereto, those registered trademarks and/or trademark applications listed on Exhibit B attached hereto, those patents and patent applications of Assignor listed on Exhibit C attached hereto and those copyrights listed on Exhibit D attached hereto; and Assignors desire to sell, assign, transfer and deliver such Rights to Assignee.

NOW, THEREFORE, in consideration of the payment by Assignee to Assignors of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby specifically acknowledged, and in further consideration of the mutual covenants and agreements hereinafter set forth, the Assignors agree as follows:

1. Assignment. Assignors hereby sell, assign, transfer and deliver to Assignee all of their right, title and interest in the

United States and in foreign countries in and to the Rights, including but not limited to those listed on Exhibit A, Exhibit B, Exhibit C and Exhibit D attached hereto, together with the goodwill of the Business symbolized by the Rights, and with regard to those patents and patent applications listed on Exhibit C attached hereto, any and all improvements which are disclosed in said patented inventions and any legal equivalent thereof in a foreign country, including the right to claim priority and, in and to, all letter patents to be obtained from said inventions by the applications or any continuation, division, renewal or substitute thereof and as to letter patents any reissues or reexaminations thereof.

2. No Prior Assignment. Assignors hereby covenant that, except as provided under the terms of the Kenhar Agreement (as defined in the Purchase Agreement), no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

3. Authorization to Governmental Officials. Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America, the Register of Copyrights of the United States of America and the empowered officials of all other governments (whether federal, state or local and whether foreign or domestic and including administrative officials) to note of record the assignment evidenced hereby.

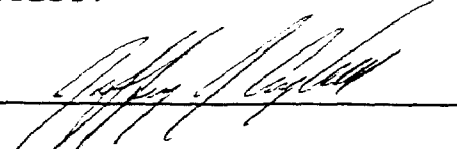
4. Further Acts. Assignors shall execute and deliver from time to time such other instruments of conveyance and transfer and take such other action as the Assignee may reasonably request for the purpose of perfecting or further evidencing the assignment contemplated hereby.


5. Headings. The section headings contained in this Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment.

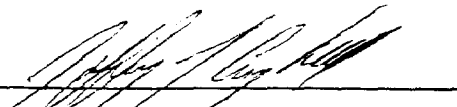
6. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of Ohio.

7. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

ATTEST:


JOSEPH DYSON & SONS, INC.
By: 
Theodore L. Wolf, President

ATTEST:


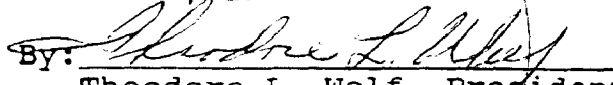
DEPENDABLE APPLIANCE PARTS
COMPANY, INC.
By: 
Theodore L. Wolf, President

Exhibit B

List of Registered Trademarks and/or Trademark Applications

<u>Trademark or Trademark Application</u>	<u>Registered Number or Serial Number</u>	<u>Issue or File Date</u>
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UNITED STATES:

1. D on Anvil	610,559	8/16/55
2. D-LOC	866,724	5/18/69
3. D and Rep of Anvil	927,681	1/25/72
4. Dy-Lastic	994,977	10/8/74
5. M-LOC & Design	1,039,528	5/18/76
6. D-LOC and Design	1,039,527	5/18/76
7. DY-TRACE	74/018,423	1/12/90

CANADA:

1. D-LOC	161,517	3/7/69
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