

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Linear Drives Limited		01/07/2002	COMPANY: UNITED KINGDOM

RECEIVING PARTY DATA	
Name:	Copley Motion Systems LLC
Street Address:	Luckyn Lane
Internal Address:	Pipps Hill
City:	Basildon, Essex
State/Country:	UNITED KINGDOM
Postal Code:	SS14 3BW
Entity Type:	limited liability company: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Serial Number:	75902683	TT

CORRESPONDENCE DATA	
Fax Number:	(414)271-3552
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	tm-dept@quarles.com
Correspondent Name:	Marta S. Levine
Address Line 1:	Quarles & Brady LLP
Address Line 2:	411 East Wisconsin Avenue
Address Line 4:	Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	600351.90030
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DOMESTIC REPRESENTATIVE	
Name:	Lawdock, Inc.
Address Line 1:	411 East Wisconsin Avenue
Address Line 4:	Milwaukee, WISCONSIN 53202

CH \$40.00 75902683

NAME OF SUBMITTER:

Marta S. Levine

Total Attachments: 11

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Dated

JANUARY 7th

2002

- (1) **COPLEY MOTION SYSTEMS LLC**
- (2) **LINEAR DRIVES LIMITED
(IN ADMINISTRATIVE RECEIVERSHIP)**

**ASSIGNMENT OF INTELLECTUAL
PROPERTY RIGHTS**

Brobeck Hale and Dorr

Alder Castle
10 Noble Street
London EC2V 7QJ
Tel: +44 (0)20 7645 2400
Fax: +44 (0)20 7645 2424

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THIS DEED OF ASSIGNMENT (the "Deed") is made the 7th day of JANUARY
2002

BETWEEN:

- (1) **COPLEY MOTION SYSTEMS LLC**, a corporation incorporated in the State of Delaware and whose place of business is Luckyn Lane, Pipp's Hill, Basildon, Essex, SS14 3BW ("CMS");
- (2) **LINEAR DRIVES LIMITED - IN ADMINISTRATIVE RECEIVERSHIP**, a company incorporated in England and Wales whose registered office is at Old Library Chambers, 21 Chipper Lane, Salisbury, Wiltshire, SP1 1BG ("Linear Drives") acting by one of its Administrative Receivers JULIE ANNE HEGGARTY and MICHAEL FRANCIS STEVENSON both of 21 Chipper Lane as aforesaid ("the Administrative Receivers");

WHEREAS:

Further to the Business Sale Agreement dated January 2002 (the "Business Sale Agreement"), Linear Drives wished to assign to CMS all its Rights in its Intellectual Property Assets (hereinafter defined).

THIS DEED WITNESSES:

In this Deed, the following words and expressions shall have the following meaning:

"Domain Names" means all those domain names registered in the name of Linear Drives as set out in Schedule 3 hereto;

"Intellectual Property Assets" shall have that meaning as set out in Clause 2 herein;

"Patents" means all those patent registrations held and patent applications made by Linear Drives as set out in Schedule 1 hereto;

"Rights" means all patents, design rights (registered and unregistered), trade marks (registered and unregistered), copyright, domain names, database rights and know-how including all applications therefore and all other similar or equivalent industrial intellectual or commercial rights or properly subsisting under the laws of each and

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every jurisdiction throughout the world, whether registered or not and whether vested, contingent or future and all reversions, renewals, revivals and extensions of any of the foregoing, and all rights under licences, consents, orders, statutes or otherwise in relation to any of the foregoing; and

"Trade Marks" means all those trade marks registered in the name of Linear Drives as set out in Schedule 2 hereto and all goodwill attaching thereto.

2. Linear Drives hereby assigns to CMS all Rights, title and interest as it may have, in the Patents, Trade Marks and Domain Names (together hereinafter referred to as the "Intellectual Property Assets") together with all statutory and common law rights attaching thereto including the rights for the Assignee to sue for damages and other remedies in respect of any infringements or misuse of any of the Rights which may have occurred in the opinion of CMS prior to the date of this Deed and to retain any damages obtained as a result of any action.

3. Linear Drives hereby warrants and represent to the Assignee that:

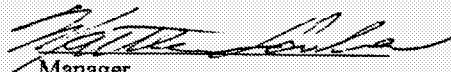
- (a) it has the power and authority to enter into this Deed and does not require the consent of any third party to enter into it;
- (b) it has not assigned or agreed to assign any or all of its Rights in the Intellectual Property Assets to any person other than CMS or otherwise charged, mortgaged or encumbered the same;
- (c) it has not licensed any or all of the Rights in the Intellectual Property Assets;
- (d) as far as it is aware, there is no litigation or proceeding pending or threatened involving the Intellectual Property Assets or any circumstances likely to give rise to such proceeding;
- (e) as far as it is aware, the Intellectual Property Assets do not infringe or misappropriate the Rights of any third party.

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4. Linear Drives hereby covenants with the Assignee that it shall, at the expense of CMS, execute all such documents and render such assistance as CMS may reasonably request from time to time for the purpose of perfecting CMS's title to the Rights in the Intellectual Property Assets including, without limitation, making applications to register CMS as the proprietor of these Rights but subject to the Assignee paying the reasonable expenses of Linear Drives (if any) in that regard.
5. This Deed and the Business Sale Agreement constitutes the entire agreement and understanding between the parties hereto with respect to its subject matter and replaces all previous agreements or understandings between the parties. In the event of any conflict the terms of the Business Sale Agreement shall prevail.
6. This Deed shall inure to the benefit of any successor in title, affiliate or parent of the Assignee.
7. This Deed shall be governed by and construed in accordance with the laws of England and Wales and the parties hereto submit to the non-exclusive jurisdiction of the Courts of England and Wales.

IN WITNESS whereof this agreement has been executed and delivered as a Deed t the date
and year first before written.

EXECUTED as a DEED for and
on behalf of
COPLEY MOTION SYSTEMS LLC

) 
) Manager
)
) WAYNE A. SPARROW
) Manager

EXECUTED as a DEED for and
on behalf of **LINEAR DRIVES LIMITED**
by one of its Administrative Receivers, without
personal liability

) _____
) Director
) _____
) Director/Secretary

(2)

IN WITNESS whereof this agreement has been executed and delivered as a Deed the date and year first before written.

EXECUTED as a DEED for and on behalf of COPLEY MOTION SYSTEMS LLC

) _____
) Manager
) _____
) Manager

EXECUTED as a DEED for and on behalf of LINEAR DRIVES LIMITED by one of its Administrative Receivers, without personal liability

) _____
) Director
) _____
) Director/Secretary

WITNESSES

W. J. M. H. M. ...
A. J. ANTHONY
Old Librarian ...
21 CHIPPEN LANE
SPRINGBURY
SP1 1BG
Accountant.

**SCHEDULE 1
PATENTS AND PATENT APPLICATIONS**

Linear Drives Limited Intellectual Property

Title: Linear Motor

Country	Ref. No	Expiry Date
UK	2079068	
Europe	0040509	
France	FR00405099	
Italy	IT00405099	
Luxembourg	LU00405099	
Netherlands	NL00405099	
Switzerland	PO40509.77	
Sweden	81302127-6 (EU0040509)	
W. Germany	P3174230.00	
S. Africa	813316	
USA	4460855	May 18, 2001
Canada	1159502	
Australia	516740	
Spain	502265	
Eire	52195	
Denmark	165349	
Japan	1673880	Sept 7, 2002

Title: Improvements in or relating to linear motors and control circuitry therefore

Country	Ref. No	Expiry Date
UK	2106644	
Europe	0074767	
France	82304639.66	
Germany	P3278050.88	
Australia	567862	
Canada	1197550	
Japan	1825545	
USA	4590411	
Switzerland	CH00747677	

Title: Improvements in or relating to the control of Linear Motors

Country	Ref. No	Expiry Date
UK	2273166	Sept 4, 2010
UK	22357B3	Sept 4, 2010
Australia	661937	
Australia	649405	
Canada	2024666	

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France	0417956	
Germany	0417956	Sept 4, 2010
Europe	CPA953006813.7	
USA	5091665	Sept 4, 2010

Title: Linear Motor for Extended Travel

Country	Ref. No	Expiry Date
USA	5703417	
Europe	0704955	
France	0704955	Sept, 27 2015
Germany	69501106.5.5	Sept, 27 2015
Sweden	95306813.1.7	Sept, 27 2015
Italy	0704955	Sept, 27 2015
Switzerland	CH07049555	Sept, 27 2015
UK	2294595	Sept, 27 2015
Japan	289080/955	
Sth Africa	95/8219	Sept, 27 2015
Canada	2159746	Sept, 27 2015
Netherlands	0704955	Sept, 27 2015

Pending Applications

Title: Coaxial Linear Motor for Exxtended Travel

Country	Ref. No	Filing Date	Expiry Date :
UK	2343997	23/11/98	Nov 23, 2018
EPO	99309288.11	22/11/99	
Canada	2290059	11/19/99	
France	TBA		
Germany	TBA		
Italy	TBA		
Japan	289080/95		
Switzerland	???		
USA	09/444807		

Title: Improved Hall Effect Transdducer arrangement for the control of linear motors

Country	Ref. No	Filing Date	Expiry Date
UK	GB012303441	25/9/01	(LDL ref. LDL/1HE1/099/01)

Automated Signal Control Apparatus (referred to in the licence agreement dated 6 October 1998 and made between Linear Drives and Lorana Limited)

Country	Ref. No	Filing Date
UK	GB98031299.7	16/02/98
UK	GB98139300.6	26/06/98

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**SCHEDULE 2
REGISTERED TRADE/SERVICE MARKS**

Title:	DigiFade			
Country	Ref. No	Filing Date	Status	
UK	1578046	13/07/94	Registered	
Title:	ThrustTube			
Country	Ref. No	Filing Date	Status	Date
UK	2220211	24/01/2000	Registered	30/06/00
EU	1491786	24/01/2000	Registered	15/02/01
USA	74/901784	24/01/2000	Joint usage	03/11/00
Japan	4444432	24/01/2000	Registered	05/01/01
Title:	ThrusTube			
Country	Ref. No	Filing Date	Status	Date
UK	2210089	29/09/99	Accepted	02/06/00
USA	75/814457	04/10/99	Abandoned	28/05/01
Japan	4406280	30/09/99	Registered	04/08/00
Title:	TT stylised logo			
Country	Ref. No	Filing Date	Status	Date
UK	22202176	24/1/2000	Registered	11/08/00
EU	1492487	24/1/2000	Registered	15/02/01
USA	75/901784	24/1/2000	Joint usage	05/11/01
Japan	4444433	25/1/2000	Registered	05/01/01
Title:	SmartTube			
Country	Ref. No	Filing Date	Status	Date
UK	2254479	30/11/00	Registered	June 01
USA	76/225323	12/3/01	Pending	
EU	2028348	9/12/00	Pending	
Japan	2001-12213	15/02/01	Pending	
Title:	PowerTube			
Country	Ref. No	Filing Date	Status	Date
UK	2188428	11/02/99	Registered	10/12/99
USA			Abandoned	
Japan			Abandoned	
Title:	Linear Drives			
Country	Ref. No	Filing Date	Status	
UK	1569387		Abandoned	

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**SCHEDULE 3
DOMAIN NAMES**

NAME	.com	.co.uk	.net	.info
DigiFade	Yes	Yes	Yes	Yes
Lineardrives	Yes	Yes	Yes	Yes
Thrustube	Yes	Yes	Yes	Yes
Thrusttube	Yes	Yes	Yes	Yes
Littletube	Yes	Yes	Yes	Yes
Saddlemotor	Yes	Yes	Yes	Yes
Servotube	Yes	Yes	Yes	Yes
simplicityinmotion	Yes		Yes	Yes
Smarttube	Yes	Yes	Yes	Yes
Drivetube	Yes	Yes		Yes
Forcetube	Yes	Yes		Yes
Lineartube	Yes	Yes		Yes
Linear	N/A	Yes		Yes
Microthrust	Yes	Yes		Yes
Microthrusttube	Yes	Yes		Yes
Microthrustube	Yes	Yes		Yes
Minithrust	Yes	Yes		Yes
Minithrusttube	Yes	Yes		Yes
Minithrustube	Yes	Yes		Yes
Powertube	N/A	Yes		Yes
Saddlethrusttube	Yes	Yes		Yes
Saddletube	Yes	Yes		Yes
Thrustrod	Yes	Yes		Yes
Tubemotor	Yes	Yes		Yes
Tubularmotor	Yes	Yes		Yes
Linearmotor	N/A	Yes		Yes
Tubularmotor	Yes	Yes		
Thrustubemicro	Yes	Yes		
Thrustubemini	Yes	Yes		
Smartubemicro	Yes	Yes		
Smartubemini	Yes	Yes		
Thrustubemicro	Yes			
Thrustubemini	Yes			

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