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11/17/03

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

BMI 11 Corporation (formerly known as Bridgeport Machines, Inc.)

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: 02/03/2002

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

Name: Tru Tech Systems, Inc.

Internal Address: _____

Street Address: 24550 North River Road

City: Mt. Clemens State: MI ZIP: 48043

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **Michigan**
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,088,315

Additional numbers Yes No

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

Name: Lynn E. Cargill

Internal Address: _____

11/19/2003 LUPELLER 00000095 030682 2088315
01 FC:6521 40.00 DA

Street Address: Cargill & Associates, P.L.L.C.

56 Macomb Place

City: Mt. Clemens State: MI ZIP: 48043

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

1

7. Total fee (37 CFR 3.41):.....\$ 540.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

03-0682

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OPR/FINANCE

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.

Lynn E. Cargill

Name of Person Signing

Signature

November 12, 2003

Date

Total number of pages including cover sheet, attachments, and

10

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("**Assignment**") is made as of the ____ day of ____, 2002 (the "**Effective Date**"), by BMI 11 Corporation (formerly known as Bridgeport Machines, Inc.), a Delaware corporation ("**Assignor**"), to Harig Products, Inc., a Michigan corporation and assignee of TruTech Systems, Inc., a Michigan corporation ("**Assignee**").

RECITALS

A. Assignor is the owner of the trade names, trademarks, and the United States and foreign trademark applications and registrations therefore, as listed on attached **Schedule A**, as well as the associated goodwill related thereto (collectively, the "**Trademarks**").

B. Assignor and Tru Tech Systems, Inc. are parties to that certain Asset Purchase Agreement dated as of September 26, 2002 (the "**Purchase Agreement**"), pursuant to which Assignor has agreed to sell to the assignee of Tru Tech Systems, Inc., such assignee being the Assignee herein, and Tru Tech Systems, Inc. and Assignee have agreed to buy from Assignor certain assets, including without limitation, the Trademarks.

C. Pursuant to the Purchase Agreement, Assignor has agreed to have executed any and all documents and instruments necessary to convey good and marketable title to the Purchased Assets to the Buyer.

NOW, THEREFORE, for and in exchange for the payment of the purchase price set forth in the Purchase Agreement, and the mutual covenants and promises contained in this Assignment, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey to Assignee, all of Assignor's worldwide right, title and interest in, to and under the Trademarks, free and clear of liens or encumbrances, together with the goodwill of the business symbolized by and associated with the Trademarks, any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect, and all rights to sue for infringement of the Trademarks, whether arising prior to or subsequent to the Effective Date, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date of this Assignment as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor hereby authorizes the Commissioner of Patents and Trademarks (and the equivalent authority in foreign trademark offices) to transfer all applications and registrations for the Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

Assignor hereby further agrees and covenants that Assignor, or Assignor's legal representatives and assigns, as the case may be, shall use reasonable efforts to execute and convey as directed upon Assignee's request (or the request of Assignee's successor or assigns), any and all other documents or information requested by Assignee that are known or available to Assignor (or its successor or assigns) relating to the Trademarks, as Assignee in its sole discretion deems advisable or necessary in order to fully vest all rights herein transferred to Assignee in Assignee. In addition, for purposes of completing and executing any such

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documents, Assignor hereby appoints Assignee as Assignor's attorney in fact with full power and authority to complete any and all documents as Assignee determines in its sole discretion are advisable or necessary to fully vest in Assignee all rights in the Trademarks.

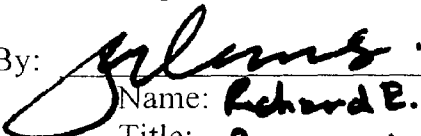
Assignor understands that by executing this Assignment, it is also agreeing that this signed paper can be filed and/or otherwise utilized at any Patent, Trademark or Copyright office, whether foreign or domestic, to stand in the stead of any papers or documents requiring execution by either Bridgeport Machines, Inc., BMI 11 Corporation or any inventors or authors that were once employed by Bridgeport Machines, Inc., in order to complete any domestic or foreign filing to secure intellectual property rights to Assignee relating to subject matter material transferred herewith in accordance with this Assignment in the event that such inventors are non-locatable or recalcitrant. By signing this Assignment, all proprietary interests and rights shall be made from this day forward on behalf of Assignee, who shall be the owner of all such rights.

The preamble and the Recitals set forth above and the **Schedule A** referred to above are each incorporated into this Assignment as if each of the same were fully set forth in this Assignment.

Except to the extent that United States federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused one of its duly authorized officers to execute this Assignment as of the Effective Date.

BMI 11 Corporation, a Delaware corporation

By: 
Name: **Richard E. Clemens**
Title: **President**

State of Massachusetts)
County of Essex) ss.:

On this 3rd day of February, 2002, before me, a notary public, personally appeared Rick Clemens, who acknowledged himself to be the President [title] of BMI 11 Corporation, a Delaware corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

Witness my hand and official seal.

Karen M. Ciampa
Notary Public

KAREN M. CIAMPA
Notary Public
My Commission Expires [SEAL]
June 2, 2006

My commission expires: _____

Schedule A

A. Copyrights

<u>Title</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Harig 618 Slicer, A Programmable Slicer, A Programmable Slot Grinder, A Programmable Surface Grinder	TX882,050	4/2/82
Harig 612 Ball Way	TX811,220	11/16/81
Don't Buy A Cheap Grinder (Buy A Harig Grinder Cheaper)	TX793,472	10/30/81

B. Foreign Intellectual Property Rights

<u>Country</u>	<u>File No.</u>	<u>Trademark</u>	<u>Class</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Renewal</u>	<u>Status</u>
Australia	TM320A-001	HARIG	7	819228079	2/17/78	A,315,842	2/17/78	2/17/09	Registered
Brazil	TM493-007	EZ-SURF	7	370,628	5/14/96	206,498	4/18/75	4/18/05	Pending
Canada	TM320-002	HARIG	7	806,114	12/14/73	479,720	8/7/97	8/7/12	Registered
Canada	TM493-002	EZSURF	7	343,878	3/5/98	480,009	2/18/97	2/19/07	Registered
Chile	TM493-014	EZSURF	7	960042631	4/2/96	1,059,376	7/21/97	7/21/07	Registered
China	TM493-016	EZ-SURF	7	93-5084	6/1/93	09,154	3/11/94	3/08/08	Registered
Estonia	TM320-211	HARIG	7	166983	4/1/96	168983	6/29/99	4/1/06	Registered
European Community	TM320-003	HARIG	37, 7, 9	176023	4/1/96	167023	9/10/98	4/1/06	Registered
European Community	TM493-003	EZ-SURF	37, 7, 9	4913/03	7/30/93	3708	10/25/96	10/25/06	Registered
Georgia	TM320-198	HARIG	7	B88 791/7 Wz	12/5/89	1,174,808	4/9/91	12/5/09	Registered
Germany	TM320B-020	HARIG	7						Registered

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B. Foreign Intellectual Property Rights

<u>Country</u>	<u>File No.</u>	<u>Trademark</u>	<u>Class</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Renewal</u>	<u>Status</u>
Germany	TM493-020	EZ-SURF	7	396 15 922.2	3/30/96	396 15 922	1/30/97	3/30/06	Registered
Hong Kong	TM320-038	HARIG	7	1,459	3/4/78	1,159	3/4/78	3/4/13	Registered
Indonesia	TM320B-059	HARIG	7	5323	12/28/89	275,579	5/25/92	11/25/11	Registered
Italy	TM493-029	EZ-SURF	7	TO96C001483	5/22/96	836722	2/13/01	5/22/06	Registered
Japan	TM320-004	HARIG	9			1,320,855	2/1/78	2/1/08	Registered
Japan	TM493-004	EZ-SURF	7	36,795/96	4/8/96	4284984	6/18/99	6/18/09	Registered
Latvia	TM320-199	HARIG	7	93-5148	8/1/93	M 15,480	8/1/94	6/1/03	Registered
Lithuania	TM320-212	HARIG	7	RL 8385	5/1/93	10145	4/12/96	6/1/03	Registered
Mexico	TM493-010	EZSURF	7	261,905	5/16/96	531,530	9/23/96	5/8/06	Registered
Philippines	TM320B-043	HARIG	7	78,001	5/8/91	54,252	2/15/93	2/15/13	Registered
Russian Federation	TM320A-015	HARIG	7	82759	3/6/78	62,643	3/6/78	3/6/08	Registered
Singapore	TM320-046	HARIG	7		2/26/78	74,848	2/26/78	2/26/09	Registered
Singapore	TM493-046	EZSURF	7	224196	1/19/96	224196	1/19/96	1/19/06	Registered
Taiwan	TM320-006	HARIG	7			103,654	9/1/78	9/1/08	Registered
Thailand	TM320-034	HARIG	7	101,339	2/27/78	70,798	2/27/78	2/26/08	Registered
Ukraine	TM320-209	HARIG	7		3/6/98	5056	3/17/98	3/8/08	Registered
United Kingdom	TM320-019	HARIG	7	1,022,267	12/17/73	1,022,287	6/18/73	6/18/08	Registered
United Kingdom	TM493-019	EZ-SURF	7	2060293	3/7/96	2,060,293	2/7/97	3/7/06	Registered

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C. Trademarks

<u>Name</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>	<u>Class No.</u>	<u>Goods</u>	<u>Expiration</u>	<u>Description</u>
M5714 AUTOSTEP	73/819,448	8/15/89	1,587,474	3/20/90	Registered	7	Class 7, US23 Grinding machines	3/20/10	Affidavit of Continued Use
M5288 EZ-SURF	74/064,518	5/31/90	1,614,297	5/14/91	Registered	9	Class 9, US38 Computer software to be used in the	5/14/11	Affidavit of Continued Use
M8649 EZSURF	75/045,846	1/19/96	2,088,315	8/12/97	Registered	7	Class 7 Surface grinding machines and parts	8/12/03	Affidavit of Use
M4528 HARIG	73/595,010	4/24/86	1,444,875	6/30/87	Registered	7	Class 7, US23 Grinding machines and fixtures therefor	6/30/07	Affidavit of Continued Use

D. Trade Names

Harig Products Company