

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Warner Electric Technology, Inc.		07/03/2000	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pacsci Motion Control, Inc.		
<b>Street Address:</b>	110 Fordham Road		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01887		
<b>Entity Type:</b>	CORPORATION: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2456771		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(248)203-0763		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	ipmail@dykema.com		
<b>Correspondent Name:</b>	William F. Kolakowski		
<b>Address Line 1:</b>	39577 Woodward Avenue		
<b>Address Line 2:</b>	Suite 300		
<b>Address Line 4:</b>	Bloomfield Hills, MICHIGAN 48304		
<b>ATTORNEY DOCKET NUMBER:</b>	65205-0204		
<b>NAME OF SUBMITTER:</b>	Connie McLean		
<b>Total Attachments: 1</b> source=Trademark Assignment#page1.tif			

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## TRADEMARK ASSIGNMENT

This Trademark Assignment, effective as of July 3, 2000, is by and between Warner Electric Technology, Inc., a Delaware corporation ("Assignor") having its principal place of business at 9211 Forest Hill Avenue, Suite 109, Richmond, Virginia 23235 and Pacsci Motion Control, Inc., a Massachusetts corporation ("Assignee"), having its principal place of business at 110 Fordham Road, Wilmington, MA 011887.

WHEREAS, Assignor is the owner of U.S. Trademark Registration No. 2,456,771 and certain common law rights in the trademark depicted therein (collectively "Trademark");

WHEREAS, Assignor and Assignee are parties to a Stock and Asset Purchase Agreement, dated as of May 3, 2000 and amended as of June 30, 2000 ("Purchase Agreement"), pursuant to which Assignor agreed to sell to Assignee and Assignee agreed to purchase from assignor the Trademark, among other assets;

WHEREAS, Assignor and Assignee wish to memorialize their prior agreement in a form suitable for recording with the U.S. Patent and Trademark Office;

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, sells and sets over unto the Assignee, its successors, legal representatives and assigns, the entire right, title, and interest to, any and all rights and privileges associated with the Trademark together with the goodwill of the business symbolized thereby and the right to bring suit and collect damages for past infringements thereof. Assignor hereby covenants and agrees that the Assignor will at any time upon the request and at the expense of the Assignee execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to perfect said right, title, and interest and said rights and privileges in Assignee, its successors, assigns and legal representatives.

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed by the signatures of its duly authorized officers.

Warner Electric Technology, Inc.

By: 

Its: Senior Vice President, General Counsel  
and Secretary

Pacsci Motion Control, Inc.

By: 

Its: 

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