

**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>
Micromatic Inc.		06/30/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Gear Tools, Inc.		
<b>Street Address:</b>	105 Lytle Cove Road		
<b>City:</b>	Black Mountain		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28778		
<b>Entity Type:</b>	CORPORATION: MICHIGAN		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2144099	ROTO FLO	
Registration Number:	0642564	ROTO-FLO	
Registration Number:	0642563	SHEAR SPEED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(858)509-4010		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(858) 509-4006		
<b>Email:</b>	sdipdocket@pillsburylaw.com		
<b>Correspondent Name:</b>	Pillsbury Winthrop Shaw Pittman LLP/GAH		
<b>Address Line 1:</b>	11682 El Camino Real		
<b>Address Line 2:</b>	Suite 200		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92130		
<b>NAME OF SUBMITTER:</b>	Gabrielle A. Holley		
<b>Signature:</b>	/GAHolley/		

CH \$90.00 2144099

Date:

07/05/2005

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

WHEREAS, Micromatic Inc., a Delaware corporation with a business address at 525 Berne Street, Berne, IN 46711, ("Assignor") owns the trademarks and trademark registrations as shown in Schedule A attached hereto (the "Registrations"), and the goodwill associated therewith (the "Marks"):

WHEREAS, Assignor and U.S. Gear Tools, Inc., a Michigan corporation, with a business address at 105 Lytle Cove Road, Black Mountain, NC 28778 ("Assignee") entered into a Purchase and Sale Agreement regarding the Registrations and the Marks, dated June 1, 2005.

WHEREAS, pursuant to and as set forth in the aforementioned Purchase and Sale Agreement between Assignor and Assignee dated June 1, 2005, Assignor agreed to assign the Registrations and the Marks to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns unto Assignee all right, title and interest in and to the Registrations and the Marks, together with any common law rights and the goodwill of the business symbolized therewith, as well as the right (but not the obligation) to assert the Registrations and the Marks and to collect for all past, present and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur.

2. This document may be executed in two counterparts, each of which shall be deemed to be an original and all such counterparts shall constitute but one and the same instrument.

Dated: June 30, 2005

Micromatic Inc.

By: *Myma L. Gagnon*

Name: Myma L. Gagnon

Title: Authorized Signatory

U.S. Gear Tools, Inc.

By: \_\_\_\_\_

Name: Paul Simon

Title: President

2. This document may be executed in two counterparts, each of which shall be deemed to be an original and all such counterparts shall constitute but one and the same instrument.

Dated: June 30, 2005

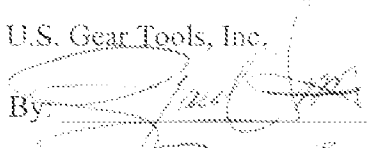
Micromatic Inc.

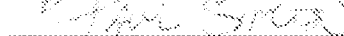
By: \_\_\_\_\_


Name: \_\_\_\_\_

Title: \_\_\_\_\_

U.S. Gear Tools, Inc.

By:  \_\_\_\_\_

Name:  \_\_\_\_\_

Title:  \_\_\_\_\_

## Schedule A

### Trademarks

Serial Number	Date Filed	Registration No.	Country	Registration Date	Mark	Type of Mark	IC	Associated product line
75155492	8/26/1996	2144099	US	3/17/1998	ROTO FLO	TM	7	RotoFlo
296228	6/14/1996	296228	CTM	1/5/2000	ROTO FLO	TM	7	RotoFlo
M 42853 7WZ	3/11/1977	968881	GERMANY	3/15/1978	ROTO FLO	TM	7	RotoFlo
72013164	7/31/1956	642564	US	3/12/1957	ROTO-FLO	TM	7	RotoFlo
72013163	7/31/1956	642563	US	3/12/1957	SHEAR SPEED	TM	7	Shear speed/gear products