

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

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

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

- Yes
- No

Additional names, addresses, or citizenship attached?

Name: Tru Tech Systems, Inc.

Internal Address: \_\_\_\_\_

Street Address: 24550 North River Road

City: Mt. Clemens

State: Michigan

Country: U. S. A. Zip: 48043

- Association    Citizenship \_\_\_\_\_
- General Partnership    Citizenship \_\_\_\_\_
- Limited Partnership    Citizenship \_\_\_\_\_
- Corporation    Citizenship Michigan
- Other \_\_\_\_\_    Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) Feb. 03, 2002

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

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
73/819,448; 74/064,518; 73/595,010

B. Trademark Registration No.(s)  
1,587,474; 1,644,297; 1,444,875

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
AUTOSTEP; EZ-SURF; HARIG

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

Name: Lynn E. Cargill

Internal Address: \_\_\_\_\_

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

City: Mt. Clemens

State: Michigan Zip: 48043

Phone Number: (586)465-6600

Fax Number: (586)465-5566

Email Address: Cargillpatents@usa.net

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

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 120.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card    Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 03-0682

Authorized User Name Lynn E. Cargill

**9. Signature:**

  
Signature  
Lynn E. Cargill  
Name of Person Signing

August 4, 2005  
Date

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$90.00 030682 1587474

## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Assignment") is made as of the 3<sup>rd</sup> day of Feb. 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

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.

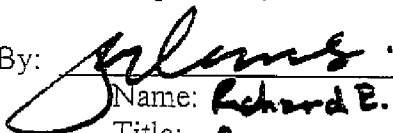
Assignor understands that by executing this Assignment, it is also agreeing that this signed paper can be filed and/or otherwise utilized at any Patent, Trademark or Copyright office, whether foreign or domestic, to stand in the stead of any papers or documents requiring execution by either Bridgeport 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 3<sup>rd</sup> 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]

My Commission Expires

June 2, 2006

Schedule A

## A. Copyrights

<u>Title</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Hartig 618 Slicer, A Programmable Slicer, A Programmable Slot Grinder, A Programmable Surface Grinder	TX882,050	4/2/82
Hartig 612 Ball Way	TX811,220	11/16/81
Don't Buy A Cheap Grinder (Buy A Hartig 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		2/17/78	A.315,842	2/17/78	2/17/09	Registered
Brazil	TM493-007	EZ-SURF	7	819228079	5/14/96				Pending
Canada	TM320-002	HARIG		370,628	12/14/73	206,498	4/18/75	4/18/05	Registered
Canada	TM493-002	EZSURF		806,114	3/5/98	479,720	8/7/97	8/7/12	Registered
Chile	TM493-014	EZSURF	7	343,878	5/24/96	480,009	2/18/97	2/19/07	Registered
China	TM493-016	EZ-SURF	7	960042631	4/2/96	1,059,376	7/21/97	7/21/07	Registered
Estonia	TM320-211	HARIG	7	93-5084	6/1/93	09,154	3/11/94	3/08/08	Registered
European Community	TM320-003	HARIG	37, 7, 9	166983	4/1/96	168983	6/29/99	4/1/06	Registered
European Community	TM493-003	EZ-SURF	37, 7, 9	176023	4/1/96	167023	9/10/98	4/1/06	Registered
Georgia	TM320-198	HARIG	7	491303	7/30/93	3708	10/25/96	10/25/06	Registered
Germany	TM320B-020	HARIG	7	B88 791/7 Wz	12/5/89	1,174,808	4/9/91	12/5/09	Registered

Mch1-arr01147075-03154371

## 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	2241/96	1/19/96	2241/96	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

Web: sm01 | 47075w03 | 54371

## 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	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	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	2,088,315	8/12/97	Registered	7	Class 7 Surface grinding machines and parts	8/12/03	Affidavit of Use
M4528	HARIO	73/595,010	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

Hario Products Company

TRADEMARK

REEL: 003195 FRAME: 0666

RECORDED: 08/04/2005