

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	02/10/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MEL USA, Inc.	FORMERLY Inertia Dynamics, Inc.	05/26/2006	CORPORATION: CONNECTICUT

RECEIVING PARTY DATA

Name:	Inertia Dynamics LLC
Street Address:	100 Franklin Drive
Internal Address:	P.O. Box 1277
City:	Torrington
State/Country:	CONNECTICUT
Postal Code:	06790
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	809205	UNIBRAKE

CORRESPONDENCE DATA

Fax Number: (248)203-0763
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (248) 203-0822
 Email: ipmail@dykema.com
 Correspondent Name: William F. Kolakowski III
 Address Line 1: 39577 Woodward Avenue
 Address Line 2: Suite 300
 Address Line 4: Bloomfield Hills, MICHIGAN 48304

ATTORNEY DOCKET NUMBER:	065422-0001
NAME OF SUBMITTER:	William F. Kolakowski III

TRADEMARK

Signature:

/William F. Kolakowski III/

Date:

05/26/2006

Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Agreement is made effective as of February 10, 2006 by and between MEL USA, Inc. (f/k/a Inertia Dynamics, Inc.), a Connecticut corporation ("Assignor") and Inertia Dynamics LLC, a Delaware limited liability company ("Assignee").

WHEREAS, in accordance with an Asset Purchase Agreement dated February 10, 2006, Assignor transferred certain assets to Assignee including, without limitation, the patents, the patent applications, and the trademark and service mark registrations and applications for registration listed on Schedule A attached hereto;

NOW THEREFORE, in consideration of the promises and covenants contained herein and for other good and valuable consideration, the parties agree as follows:

1. ASSIGNMENT OF RIGHTS

Assignor hereby sells, conveys, transfers, assigns and delivers unto Assignee, its successors and assigns, Assignor's entire right, title, and interest in and to:

(a) all patents listed on Schedule A, including the right to sue for past infringements thereof, and patent applications listed on Schedule A, the underlying inventions described in the patents and patent applications, the right to file foreign patent applications corresponding to the patent applications, and the right to claim the priority date of the patent applications and any legal equivalents thereof, and any and all patents in the United States of America and all foreign countries which may be granted therefor and thereon, and to any and all divisions, continuations, and continuations-in-part of the patent applications, or re-issues or extensions of the patents; and,

(b) all trademarks and service marks listed on Schedule A and the registrations and applications for registration thereof together with the goodwill of the business symbolized thereby and the right to bring suit and collect damages for past infringements thereof.

2. FURTHER ASSISTANCE.

Assignor hereby covenants and agrees that the Assignor will at any time upon the request of the Assignee and at the Assignee's cost and expense execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to perfect the rights, titles, and interests conveyed to Assignee herein and Assignee's successors and assigns and to permit Assignee and Assignee's successors and assigns to record this Agreement against the rights, titles and interests conveyed herein with any government office.

Assignor hereby constitutes and appoints Assignee and its successors and assigns as its true and lawful attorneys in fact in connection with the transactions contemplated by this instrument, with full power of substitution to demand and receive, in the name and stead of Assignor but on behalf of and for the benefit of Assignee and its successors and assigns, any and all of the rights, title, and interests hereby conveyed, assigned, and transferred or intended so to be, and to give receipt and releases for and in respect of the same and any part therefor, and from time to time to institute and prosecute, in the name of Assignor or otherwise, for the benefit of Assignee or its successors and assigns, proceedings at law, in equity, or otherwise, which the Assignee or its successors or assigns deem proper in order to collect or reduce to possession or endorse any of the rights, titles and interests conveyed herein, and to do all acts and things in relation to the rights, titles and interests conveyed herein which Assignee or its successors or assigns reasonably deem desirable.

MFC USA, Inc. (f/k/a Inertia Dynamics, Inc.)	Inertia Dynamics LLC
<i>[Signature]</i>	
By: <i>[Signature]</i>	By: <i>[Signature]</i>
Its: <i>Director</i>	Its: <i>CEO</i>
Date: <i>26 May 2006</i>	Date: <i>26 May 2006</i>

SCHEDULE A

I. Patents and Patent Applications

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Title</u>
United States	5,915,507	06/29/1999	08/932,904	09/17/1997	Power-Off Release Brake With Manual Release
United States	5,979,630	11/09/1999	08/938,862	09/26/1997	Electro-Mechanical Variable Speed Clutch
United States	6,047,805	04/11/2000	08/937,816	09/29/1997	Electric Clutch and Brake
United States	6,125,975	10/03/2000	09/193,388	11/17/1998	Sealed Electromagnetic Brake
United States	6,161,659	12/19/2000	09/167,006	09/29/1998	Electromagnetic Disk Brake with Rubber Friction Disk Braking Surface
United States	6,488,133	12/03/2002	09/529,690	03/20/2000	Clutch System and Method
United States	6,527,233	03/04/2003	09/841,507	04/24/2001	Device for Clamping a Shaft
United States	6,675,939	01/13/2004	09/773,722	01/31/2001	Elevator Brake Assembly
United States			60/324,812	09/24/2001	Manual Release Brake
United States	6,675,940	01/13/2004	10/253,125	09/24/2002	Manual Release Mechanism for a Brake
United States			60/565,860	04/27/2004	Clutch With Wear Ring Assembly
United States			11/115,903	04/26/2005	Clutch With Wear Ring
United States			60/723,204	10/03/2005	Clutch With Interlocking hub and Friction Disc

II. Trademarks/Service Marks Registrations and Applications

Country	Reg. No.	Reg. Date	App. No.	Filing Date	Mark
United States	809,205	05/31/1966	72/219,817	05/26/1965	UNBRAKE

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4