

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Assembly & Test Worldwide, Inc.		01/05/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ATS Automation Systems USA Inc.		
Street Address:	313 Mound Street		
City:	Dayton		
State/Country:	OHIO		
Postal Code:	45402		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2487260	OSCAR	
CORRESPONDENCE DATA			
Fax Number:	(519)741-9149		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ipwat@blg.com		
Correspondent Name:	Borden Ladner Gervais LLP		
Address Line 1:	100 Queen Street		
Address Line 2:	Suite 1100		
Address Line 4:	Ottawa, CANADA K1P 1J9		
ATTORNEY DOCKET NUMBER:	OPN 13055-32		
NAME OF SUBMITTER:	Gillian Hartleib		
Signature:	/GHartleib/		
Date:	03/15/2011		

CH \$40.00 2487260

Total Attachments: 14

source=Assembly & Test to ATS - IP Assignment Agreement [Execution]#page1.tif
source=Assembly & Test to ATS - IP Assignment Agreement [Execution]#page2.tif
source=Assembly & Test to ATS - IP Assignment Agreement [Execution]#page3.tif
source=Assembly & Test to ATS - IP Assignment Agreement [Execution]#page4.tif
source=Assembly & Test to ATS - IP Assignment Agreement [Execution]#page5.tif
source=Assembly & Test to ATS - IP Assignment Agreement [Execution]#page6.tif
source=Assembly & Test to ATS - IP Assignment Agreement [Execution]#page7.tif
source=Assembly & Test to ATS - IP Assignment Agreement [Execution]#page8.tif
source=Assembly & Test to ATS - IP Assignment Agreement [Execution]#page9.tif
source=Assembly & Test to ATS - IP Assignment Agreement [Execution]#page10.tif
source=Assembly & Test to ATS - IP Assignment Agreement [Execution]#page11.tif
source=Assembly & Test to ATS - IP Assignment Agreement [Execution]#page12.tif
source=Assembly & Test to ATS - IP Assignment Agreement [Execution]#page13.tif
source=Assembly & Test to ATS - IP Assignment Agreement [Execution]#page14.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“**IP Assignment**”), dated as of January 5, 2011, is made by Assembly & Test Worldwide, Inc. (“**Seller**”) in favor of ATS Automation Systems USA Inc. (“**Buyer**”), the purchaser of certain assets of Seller pursuant to an Asset and Share Purchase Agreement between Seller, Buyer and Assembly & Test Worldwide, LLC, (the “**Asset and Share Purchase Agreement**”).

Under the terms of the Asset and Share Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with national, federal and state government authorities including, but not limited to, with respect to individual patents, registered trademarks and copyrights, applications for the foregoing and exclusive copyright licenses, the US Patent and Trademark Office and the US Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller agrees as follows:

1. Assignment. Seller hereby conveys, transfers and assigns to Buyer all of Seller’s right, title and interest in and to the following (the “**IP Assets**”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, re-examinations and renewals thereof (the “**Patents**”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill symbolized thereby and all issuances, extensions and renewals thereof (the “**Trademarks**”); provided that, with respect to only United States intent-to-use trademark applications and solely to the extent and during the period that the assignment thereof would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications, the transfer of such applications hereunder shall not be effective until after such period has expired;

(c) the copyright registrations, applications for registration and exclusive copyright licenses set forth in Schedule 3 hereto and all issuances, extensions and renewals thereof (the “**Copyrights**”); and

(d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

2. Recordation. Seller authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other national, federal and state government officials to record and register this IP Assignment upon request by Buyer.

3. Terms of the Asset and Share Purchase Agreement. The terms of the Asset and Share Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the IP Assets are incorporated herein by this reference.

The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset and Share Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset and Share Purchase Agreement and the terms hereof, the terms of the Asset and Share Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Governing Law. This IP Assignment shall be governed by the laws of the State of Delaware.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

ASSEMBLY & TEST WORLDWIDE, INC.

By J.A. G.
Name: James A. Cooper
Title: Vice President

AGREED TO AND ACCEPTED:

ATS AUTOMATION SYSTEMS USA INC.

By _____
Name: Maria Perrella
Title: Chief Financial Officer

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

ASSEMBLY & TEST WORLDWIDE, INC.

By _____
Name: James A. Cooper
Title: Vice President

AGREED TO AND ACCEPTED:

ATS AUTOMATION SYSTEMS USA INC.

By *MP Perrella*
Name: Maria Perrella
Title: Chief Financial Officer

SCHEDULE 1

Patents

<u>US/Foreign</u>	<u>Patent No.</u>	<u>Issue/Filing Date</u>	<u>Inventor</u>	<u>Title</u>	<u>Serial No.</u>	<u>Country</u>
Foreign		Abandoned 9/15/05	George Scourtes	Methods and Apparatus for Testing Engines	2,132,160	Canada
Foreign	707143	Issued 3/10/1999	Paul Nicholls Aaron Walsh	Volumetric Metering Equipment	95117416.8	EP
Foreign	2710748	Abandoned 7/22/2003	George Scourtes	IC Engine Testing Apparatus METHODS AND APPARATUS FOR TESTING ENGINES	9411738	France
Foreign	P4434695.6	Abandoned 5/13/2005	George Scourtes	Methods and Apparatus for Testing Engines	P4434695.6	Germany

Foreign	1271232	Abandoned 7/22/2003	George Scourtes	IC Engine Testing Apparatus Methods and apparatus for testing engines	94MI1996 MI94A00196	Italy
Foreign	2865574	Abandoned 7/19/2007	George Scourtes	Methods and Apparatus for Testing Engines	237782/94	Japan
Foreign	187979	Abandoned 8/4/2003	George Scourtes	Methods and Apparatus for Testing Engines	9407520	Mexico
Foreign	255218	Abandoned 12/21/2007	George Scourtes	Methods and Apparatus for Testing Engines	24920/94	South Korea

Foreign	2112736	Abandoned 8/19/2002	George Scourtes	IC Engine Testing Apparatus Methods and Apparatus for Testing Engines	942048 942048.8	Spain
Foreign	508964	Abandoned 7/22/03	George Scourtes	IC Engine Testing Apparatus Methods and Apparatus for Testing Engines	943249	Sweden
Foreign	2282411	Abandoned 7/22/2003	George Scourtes	IC Engine Testing Apparatus Methods and Apparatus for Testing Engines	9418481 9418481.9	United Kingdom

Foreign Pending	11104983 Patent number will be number generated in respect of patent and to any patent application for patent claiming subject matter relating thereto.	Not in the HB Docket System		Kinematic Mount for Robot Type Manipulator	98175047	Japan
US Issued	5,417,109	05/23/95	George Scourtes	Methods and Apparatus for Testing Engines	08/129,449	
US Re-Issue	RE.34.715	09/06/94	Ronald A. Gudenau	Multifunction Fluid Charging Device	07/484,361	
US Issued	5,226,311	07/13/93	George Scourtes	Fluid Flow Generating Apparatus	07/686,165	
US Issued	5,012,749	05/07/91	Robert D. Passage	Radio Controlled Material Handling Apparatus	07/595,692	

US Issued	5,469,741	11/28/95 Expired 11/28/2003	George Scourtes John P. Gagneur	Apparatus and Methods for Detecting Imbalance	08/079,459	
US Issued	6,453,546	09/24/02 Expired 09/25/2006	Advanced Assembly Automation Thomas C. Kennicott Jerry A. DePoy	Apparatus and Method for Assembling Multi Piston Compressors	09/675,723	
US Issued	5,070,599	12/10/91	Robert Eitzinger John Mueller	Automatic Flip Top Cap Closing and Testing Machine	07/584,768	
US Issued	4,847,988	07/18/89	Robert Eitzinger	Automatic Flip Top Cap Cover Machine	07/251,193	

US Pending Provisional	Patent number will be number generated in respect of patent and to any patent application for patent claiming subject matter relating thereto.	03/29/02 Expired	John Mueller	Pallet Positioning System	60/368,938	
US Provisional	Record not available to HB in Private PAIR	05/29/02 Expired		Appliance for Producing Multi-Axis and Multi-Planar Motion	60/383,816	
US Provisional	Record not available to HB in Private PAIR	09/24/02 Expired		Pallet Locator System	60/413,226	
US Pending Provisional	Patent number will be number generated in respect of patent and to any patent application for patent claiming subject matter relating thereto.	09/24/02 Expired	Robert George Tegel	Linear Motor Positioning Device with Extensible Coil	60/413,224	

US Issued	6,758,320	09/04/02	Robert G. Tegel	Pallet Positioning System	10/234,460	
US Pending	Patent number will be number generated in respect of patent and to any patent application for patent claiming subject matter relating thereto.	05/24/07	Robert Usery	Test Stand With Jointed Drive Shaft	11/754,109 20080290247	
Foreign Issued	1916232	02/13/1985		A signal generator for use in monitoring a multi- line fuel injection system	26127/85	Japan
US Pending	Patent number will be number generated in respect of patent and to any patent application for patent claiming subject matter relating thereto.	09/11/2008	Dale W. Karolak	Engine test method using structured test protocol	12/208,606	
US Pending	Patent number will be number generated in respect of patent and to any patent application for	09/11/2008	John A. Colling	Method and apparatus for testing automotive components	12/208,503	

	patent claiming subject matter relating thereto.					
US Issued	4,869,300	09/26/1989	Ronald A. Gundenau Charles Tamasiunus	Multifunction fluid charging device	07/095641	
Foreign Pending	Patent number will be number generated in respect of patent and to any patent application for patent claiming subject matter relating thereto.	04/17/2008	Robert Lynn Ussery	Test stand with jointed drive shaft	2629414	Canada
Foreign Pending	Patent number will be number generated in respect of patent and to any patent application for patent claiming subject matter relating thereto.	05/23/2008	Robert Lynn Ussery	Test stand with jointed drive shaft	MX/a/2008/00673 7	Mexico

SCHEDULE 2

Trademarks

<u>Country</u>	<u>Reference#</u>	<u>Filed</u>	<u>APPL#</u>	<u>REGDT</u>	<u>REG#</u>	<u>Status</u>	<u>Classes</u>
LOGITRACK							
Mexico	55128.552	10/15/1998	350823	6/25/1999	616019	Abandoned 10/15/2008	6
Mexico	55128.553	10/15/1998	350824	6/30/1999	617123	Abandoned 10/15/2008	9
Mexico	55128.554	10/15/1998	350825	6/22/1999	614816	Abandoned 10/15/2008	12
OSCAR and Design							
United States	55128.10	6/27/2000	76/078,461	9/11/2001	2,487,260	REGISTERED	9
VERUS							
United States	55128.23	10/08/2008	77/588,153			Abandoned	

SCHEDULE 3

Copyrights

N/A

::ODMA\PCDOCS\TOR0145215673