



101179386

OMB No. 0651-0011 (exp. 4/94) 11-30-99

To the Honorable Commissioner of

attached original documents or copy thereof.

1. Name of conveying party(ies): M & M Precision Systems Corp. (M&M)

2. Name and address of receiving party(ies)

Name: Master Gears Corp.

Internal Address: Suite 105

Street Address: 501 Silverside Road

City: Wilmington State: DE ZIP: 19809

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State Ohio, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Correction of Assignment (Assignor)

(Deletion of Relay Park Realisations Limited)

Execution Date: June 19, 1998

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No N/A

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

74/670,256
73/357,873
75/391,884

B. Trademark Registration No.(s)

2,028,578
1,903,909
1,833,193

Additional numbers attached? Yes No

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

Name: Jody H. Drake, Esquire

Internal Address: SHOEMAKER AND MATTARE, LTD.

Street Address: 1203 Crystal Plaza Bldg. 1
2001 Jefferson Davis Hwy.

City: Arlington State: VA ZIP: 22202

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) \$ 165.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

19-2110 (if necessary)

(Attach duplicate copy of this page if paying by deposit account)

12/01/1999 DCDATES 00000047 74670256

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 OP
125.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jody H. Drake
Name of Person Signing

[Signature]

Nov. 29, 1999
Date

Total number of pages including cover sheet, attachments, and document: 14

AGREEMENT dated 19 June 1998 among:-

- (1) **RELAY PARK REALISATIONS LIMITED**, incorporated in England under the Companies Acts with number 2815444 and having its Registered Office at Troutbeck Road, Millhouses, Sheffield S7 2QA England (hereinafter referred to as "RPR");
- (2) **M & M PRECISION SYSTEMS CORP**, an Ohio corporation with FEIN 34-1670316 (hereinafter referred to as "M&M"), whose headquarters is at 300 Progress Road, West Carrollton, OH 45449 USA; and
- (3) **MASTER GEARS CORP.**, a Delaware corporation formed on 11 June 1998 (hereinafter referred to as "MGC") with 100 outstanding common shares, of which 10 were issued to RPR and 90 were issued to M&M.

WHEREAS:-

- (A) RPR, M&M and MGC are all indirect wholly owned subsidiaries of Danaher Corporation, 1250 24th Street NW, Suite 800, Washington, DC 20037 USA;
- (B) RPR has acquired, pursuant to an Agreement ("the Acquisition Agreement") dated 15 June 1998, the whole business, undertaking, assets and liabilities of Spline Gauges Limited (incorporated in England with number 739115);
- (C) RPR and M&M have agreed to assign to MGC, and MGC has agreed to acquire from RPR and M&M, with effect from 19 June 1998 the Relevant Rights (as hereinafter defined) in consideration for the allotment and issue to RPR and M&M, credited as fully paid up, of 30 and 270 additional common shares, respectively; and
- (D) MGC has agreed to license the Relevant Rights to RPR and M&M under the terms and conditions provided herein.

NOW THEREFORE RPR, M&M and MGC have agreed and do hereby agree as follows:

1. THE RELEVANT RIGHTS

In this Agreement, the "Relevant Rights" means the patents, applications for patents, the right to apply for patents, trade marks, trade names (whether or not registered), know-how (including concepts, models, specifications, formulae, processes and process techniques), engineering drawings, computer programs, technical documentation, copyrights (including rights in computer software), registered designs, topography rights and other rights in semi-conductor chips, moral rights, confidential information, and all

other intellectual property rights acquired by RPR from Spline Gauges Limited pursuant to the Acquisition Agreement and used by M&M in the business of manufacturing master gears and metrology equipment to measure and test such gears (the "Products"). However, the Relevant Rights do not include goodwill and going concern value, workforce-in-place, and customer and supplier lists and agreements.

2. ASSIGNMENT OF THE RELEVANT RIGHTS

- 2.1 In consideration for the allotment and issue, credited as fully paid up, to RPR of 30 additional voting common shares and to M&M of 270 additional voting common shares, RPR and M&M hereby as beneficial owners assign with effect from 19 June 1998 to MGC free from all liens, charges and encumbrances of third party interests, EXCEPT AS PROVIDED IN CLAUSE 2.5 HEREOF, all of the Relevant Rights and all rights to institute and maintain proceedings for infringement of the Relevant Rights against any person who now or hereafter wrongfully uses the Relevant Rights.
- 2.2 The voting common shares in MGC to be allotted and issued, credited as fully paid up, to RPR and M&M in terms of Clause 2.1 of this Agreement shall be allotted and issued to RPR and M&M as soon as possible after the date of this Agreement and forthwith upon the allotment and issue of such shares RPR and M&M shall be entered into the stockholder records of MGC as the holder of such shares and Share Certificates for such shares shall be signed and delivered to RPR and M&M.
- 2.3 RPR and M&M shall execute such other assignments, assignments, documents, forms and authorisations and depose to or swear any declaration or oath as may be reasonably required by MGC or by any registry or by any other competent authority for perfecting the vesting of the Relevant Rights in MGC or for conferring on MGC all such rights of action as RPR and M&M have in relation to any infringement by third parties as at the date hereof or hereafter.
- 2.4 RPR and M&M hereby undertake and agree to hold the Relevant Rights in Trust for MGC with effect from 19 June 1998.
- 2.5 THE ASSIGNMENT BY RPR IN CLAUSE 2.1 HEREOF IS SUBJECT TO RPR'S OUTSTANDING INDEBTEDNESS ON ITS LOAN NOTES PAYABLE TO JACOBS MANUFACTURING COMPANY LIMITED, HOLO-KROME LIMITED, WEST INSTRUMENTS LIMITED, AND VEEDER-ROOT ENVIRONMENTAL SYSTEMS LIMITED ON 30 APRIL 2006, AND ITS LOAN NOTES PAYABLE TO PACIFIC SCIENTIFIC LIMITED, ROYCE THOMPSEN LIMITED, SPLINES GAUGES LIMITED, PICCADILLY PRECISION ENGINEERING LIMITED, AND GEMS SENSORS LIMITED ON 15 JUNE 2001, AND MGC AGREES THAT IT SHALL BE JOINTLY AND SEVERALLY LIABLE WITH RPR ON THESE OBLIGATIONS.

3. THE LICENSE

- 3.1 MGC hereby grants to RPR and M&M non-exclusive licenses to use the Relevant Rights throughout the world (the "Territory") to make, use and sell any and all of the Products from 19 June 1998 until the expiration of the Relevant Rights.
- 3.2 RPR and M&M shall each pay royalties to MGC on sales of the Products by RPR and M&M in an amount equal to 6% of the respective annual total Net Sales (as hereinafter defined) of Products manufactured by RPR and M&M in the Territory.
- 3.3 "Net Sales" shall mean the aggregate value of Products manufactured by RPR and M&M and sold during the relevant period by RPR and M&M at the invoice price, less trade discounts, returns, allowances to include free goods and cash discounts, freight where it is itemized on the invoice, and excise or other taxes based on the sales price of the Products.
- 3.4 Royalties hereunder shall be payable quarterly and are due within 30 days after the end of each calendar quarter for the immediately preceding calendar quarter. Included with the payment shall be a certificate of the chief financial officer of RPR or M&M, as the case may be, setting forth the calculation of the royalty due. Within 90 days following each calendar year RPR and M&M will each submit to MGC a statement setting forth its respective Net Sales of the Products during that calendar year. If any such annual certified statement shows any underpayment or overpayment of royalties made during that calendar year, then the amount of any underpayment shall be added to and the amount of any overpayment shall be subtracted from the amount of royalties otherwise shown due on the next following quarterly statement.

4. OTHER COVENANTS

- 4.1 RPR and M&M shall maintain the distinctiveness, image and high quality associated with the Products, and they shall at all times during the term of this Agreement diligently promote the distribution and sale of the Products in the Territory. RPR and M&M shall be responsible for all costs of distribution, marketing, selling and advertising of the Products in the Territory.
- 4.2 RPR and M&M shall cooperate fully and in good faith with MGC for the purpose of securing, preserving and protecting the Relevant Rights and MGC's rights in and to the Relevant Rights. RPR and M&M undertake to cooperate with MGC in all manners and respects in order that registrations and user recordals with respect to the Relevant Rights may be secured within the Territory wherever MGC deems it commercially desirable to do so, and RPR and M&M agree to execute and cooperate with MGC in the execution of all agreements, documents or instruments as may be necessary or appropriate to secure and maintain the validity

of such registrations or user recordals. The cost of any such filings will be borne by MGC.

- 4.3 RPR and M&M shall notify MGC promptly in writing of any infringement or imitation of the Relevant Rights or any adverse claims affecting the Relevant Rights or any third party use of any marks, trade names or designations confusing similar to the Relevant Rights (any all of which shall hereinafter collectively be referred to as "infringement"), provided that such infringement shall come to their attention, and shall cooperate fully with MGC in any infringement proceedings. In the event that MGC decides not to institute such infringement proceedings, it shall give prompt notification of said decision to RPR and M&M, who shall then have the right, jointly or separately, to initiate infringement proceedings at their own expense and to have the full benefit of any recovery.

5. SEVERABILITY

If any provision or any portion of any provision of this Agreement shall be construed to be illegal, invalid or unenforceable, such shall be deemed stricken and deleted from this Agreement to the same extent and effect as if never incorporated herein, but all other provisions of this Agreement and the remaining portion of any provision which is illegal, invalid or unenforceable in part shall continue in full force and effect.

6. ASSIGNATION

MGC shall have the right to assign its rights and obligations under this Agreement and the proprietary rights covered hereunder, either in whole or in part, without the prior consent of RPR or M&M. However, neither RPR nor M&M shall be entitled to assign or sublicense its rights and obligations under this Agreement without the prior written consent of MGC.

7. NOTICES

All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been given when delivered in person or five (5) days following the date sent by first class mail or airmail:

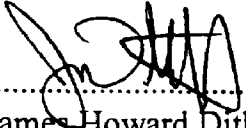
- A. If to RPR to: Troutbeck Road, Millhouses, Sheffield S7 2QA England
Attn: David Tunley
- B. If to M&M to: 300 Progress Road, West Carrollton, OH 45449 USA
Attn: James Helton
- C. If to MGC to: 501 Silverside Road, Suite 105, Wilmington, DE 19809 USA
Attn: Brooks Hall

or such other address as hereafter shall be furnished by a notice in like manner by any party to the other.

8. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of Delaware.

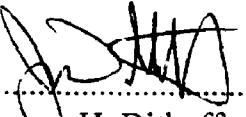
This Agreement is signed for and on behalf of
RELAY PARK REALISATIONS LIMITED by:-



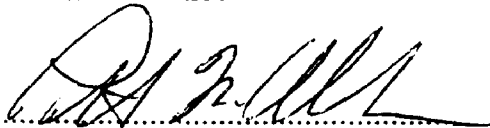
.....
James Howard Ditkoff, Director

.....
David William Tunley, Director

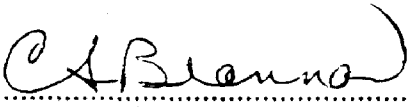
This Agreement is signed for and on behalf of
M&M PRECISION SYSTEMS CORP. and MASTER GEARS CORP.
by unanimous written consent of their Directors:-



.....
James H. Ditkoff



.....
Patrick W. Allender



.....
C. Scott Brannan

or such other address as hereafter shall be furnished by a notice in like manner by any party to the other.

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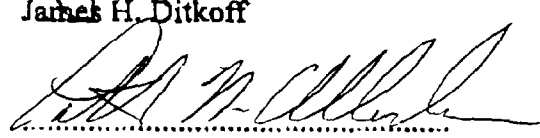
This Agreement is signed for and on behalf of
RELAY PARK REALISATIONS LIMITED by:-


.....
James Howard Ditkoff, Director


.....
David William Tunley, Director

This Agreement is signed for and on behalf of
M&M PRECISION SYSTEMS CORP. and MASTER GEARS CORP.
by unanimous written consent of their Directors:-

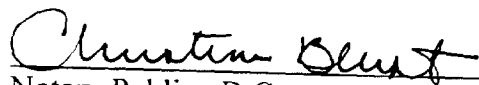

.....
James H. Ditkoff


.....
Patrick W. Allender


.....
C. Scott Brannan

District of Columbia: SS

Subscribed and sworn to before me this 19 day of June, 1998.


Notary Public, D.C.

My Commission Expires November 14, 2001

AMENDMENT TO LICENSING AGREEMENTS

WHEREAS, Danaher UK Industries Limited ("DUKI") acquired certain intellectual property rights from Spline Gauges Limited ("SGL"), Piccadilly Precision Engineering Limited ("PPEL"), and Gems Sensors Limited ("GSL") on 15 June 1998 and transferred those intellectual property rights to Master Gears Corp. ("MGC"), Precision Gauges, Inc. ("PGI"), and Industrial Sensors, Inc. ("ISI"), respectively, on 19 June 1998;

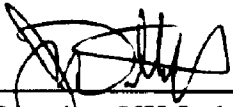
WHEREAS, MGC, PGI, and ISI agreed to license those intellectual property rights to DUKI in consideration of royalties equal to 6% of Net Sales of Products, as defined in the agreements; and

WHEREAS, subsequent investigation has determined that such intellectual property rights consist primarily of manufacturing know-how, rather than patents or registered trade marks;

IT IS HEREBY AGREED AS FOLLOWS:

With effect from 19 June 1998, the royalty rates in the licensing agreements between DUKI and MGC, DUKI and PGI, and DUKI and ISI shall be reduced from 6% to 2% of Net Sales of Products as defined in those agreements.

AGREED to this 29th day of October, 1998:



Danaher UK Industries Limited
By: James H. Ditkoff, Director



Master Gears Corp.; Precision Gauges, Inc.;
and Industrial Sensors, Inc.
By: James H. Ditkoff, President

ANNEX 5

November 18, 1998

M&M PRECISION SYSTEMS CORPORATION**U.S. AND FOREIGN TRADEMARK APPLICATIONS/REGISTRATIONS
TO BE TRANSFERRED TO MASTER GEARS CORP.**

<u>Mark</u>	<u>Country</u>	<u>(Appln.)/ Reg. No.</u>	<u>(Appln.)/ Reg. Date</u>
COMMAND LINK	US	(75/357,873)	(09/16/97)
COMMAND LINK	EM*	(702647)	(12/09/97)
GEARNET (and design)	US	2,028,578	01/07/97
GEARNET (and design)	EM*	(260,026)	(05/07/96)
SATELLITE and design	US	(75/391,884)	(11/18/97)
SATELLITE and design	EM*	(839654)	(05/28/98)
SMART PROBE	US	1,903,909	07/04/95
SMART PROBE	BX	576712	05/16/95
SMART PROBE	DE	(M78478/9Wz)	(07/21/94)
SMART PROBE	FR	94/529496	07/19/94

ANNEX 5

M&M PRECISION SYSTEMS CORPORATION

**U.S. AND FOREIGN TRADEMARK APPLICATIONS/REGISTRATIONS
TO BE TRANSFERRED TO MASTER GEARS CORP.**

<u>Mark</u>	<u>Country</u>	<u>(Appln.)/ Reg. No.</u>	<u>(Appln.)/ Reg. Date</u>
SMART SCAN	US	1833193	04/26/94
SMART SCAN	BX	576713	05/16/95
SMART SCAN	DE	(M78477/9Wz)	(07/21/94)
SMART SCAN	FR	94/529495	07/19/94

EM* - Entire European Union

ANNEX 5

November 18, 1998

M&M DE FRANCE, INC.

**U.S. AND FOREIGN TRADEMARK APPLICATIONS/REGISTRATIONS
TO BE ASSIGNED TO MASTER GEARS CORP.**

<u>Country</u>	<u>Mark</u>	<u>(Appln.)/ Reg. No.</u>	<u>(Appln.)/ Reg. Date</u>
U.S.	M&M DE FRANCE	(74/670,256)	(05/05/95)
France	M&M DE FRANCE	95/584952	08/17/95