

07-17-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102499339

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 7-15-03  
Lightwork Design Limited

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State  
 Other United Kingdom company

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

2. Name and address of receiving party(ies)  
 Name: IMCO (302002) Limited  
 Internal  
 Address: Rutledge House  
 Street Address: 78 Clarkehouse Road  
Sheffield S10 2LJ, United Kingdom  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State  
 Other United Kingdom company

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

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: January 2, 2003

OFFICE OF PUBLIC RECORDS  
2003 JUL 15 PM 3:04  
FINANCE SECTION

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

A. Trademark Application No.(s)  
 B. Trademark Registration No.(s)  
2,273,253

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Brian M. Davis  
 Internal Address: Alston & Bird LLP  
 Street Address: 101 South Tryon Street  
Suite 4000  
 City: Charlotte State: NC Zip: 282804000

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

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

DO NOT USE THIS SPACE

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.*

Brian M. Davis  
 Name of Person Signing

[Signature]  
 Signature

7-8-03  
 Date

Total number of pages including cover sheet, attachments, and document: 9

07/17/2003 LNUELLER 0000042 2273253  
01 FC:0521 40.00 OP

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL 002787 FRAME: 0274

DATED *2nd January* 2003

LIGHTWORK DESIGN LIMITED

and

IMCO (302002) LIMITED

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PATENT AND TRADE MARK ASSIGNMENT

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Irwin Mitchell  
St Peter's House  
Hartshead  
Sheffield  
S1 2EL  
RMC/JD

irwinmitchell <sup>(IM)</sup>

TRADEMARK  
REEL: 002787 FRAME: 0275

DATED

2nd January

2003

BETWEEN:

- (1) **LIGHTWORK DESIGN LIMITED** (Company no. 2336696) whose registered office is at Rutledge House 78 Clarkehouse Road Sheffield S10 2LJ, United Kingdom ("Assignor"); and
- (2) **IMCO (302002) LIMITED** (Company no. 4561804) whose registered office is at Rutledge House, 78 Clarkehouse Road, Sheffield S10 2LJ, United Kingdom ("Assignee").

RECITALS

- A. The Assignor is the registered proprietor and sole owner of the patent applications detailed in Schedule 1 ("Patents") and the trade marks detailed in Schedule 2 ("Trade Marks").
- B. By a Business Hive-Up Agreement dated 2 January 2003 and made between the parties hereto ("Agreement") the Assignor and the Assignee have agreed to the assignment of the Patents and the Trade Marks.
- C. The parties consider that as the assignment of the rights pursuant to this agreement is outside the scope of VAT in the United Kingdom.

IT IS AGREED as follows:

**1 INTERPRETATION**

- 1.1 Unless the context requires otherwise:
  - 1.1.1 words importing the singular shall include the plural and vice versa;
  - 1.1.2 words importing any particular gender shall include all other genders;
  - 1.1.3 references to persons shall include bodies of persons whether corporate or unincorporate.
- 1.2 Any reference in this Assignment to any statute or statutory provision shall be construed as referring to that statute or statutory provision as it may from time to time be amended, modified, extended, re-enacted or replaced (whether before or after the date of this Assignment) and including all subordinate legislation from time to time made under it.

**2 ASSIGNMENT**

Pursuant to the Agreement and in consideration of the payment of the sum of £1.00 by the Assignee to the Assignor (the receipt of which is acknowledged) the Assignor ASSIGNS and transfers absolutely to the Assignee all its right title and interest in and to:

- 2.1 the Patents to the intent that the grant of any patents pursuant to them shall be made in the name of and vest in the Assignee;
- 2.2 all intellectual property rights of whatever nature (including without limitation copyright design right registered designs and any application therefore) subsisting in the invention claimed in the Patents;
- 2.3 the Trade Marks; and
- 2.4 the goodwill attaching to and symbolised by the Trade Marks.

together with all statutory and common law rights attaching to such rights including the right to sue for damages and other remedies (and to retain any financial award made in any such action) in respect of

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any infringement of such rights or other cause of action brought in relation to such rights prior to, on or after the date of this Assignment.

### **3 FURTHER ASSIGNMENT**

The Assignor further assigns the right to apply for, prosecute and obtain:

- 3.1 patents or similar rights or protection throughout the world in respect of any of the inventions which are the subject matter of the Patents;
- 3.2 trade mark protection throughout the world in respect of any mark comprising the Trade Marks,

including the right to claim priority from them to the intent that the grant of any patents, trade marks or similar rights shall be in the name of and vest in the Assignee.

### **4 FURTHER ASSURANCE**

The Assignor will at the request and expense of the Assignee at all times after the date of this Assignment do all acts and execute all documents as may reasonably be required to transfer to the Assignee all rights assigned under this Assignment, and to assist in the resolution of any question concerning the Patent or the Trade Mark including without limitation any proceedings for infringement or invalidity.

### **5 WARRANTIES**

The Assignor warrants, represents and undertakes as follows:

- 5.1 all fees due in respect of the Patents and Trade Marks prior to the date of this Assignment have been paid;
- 5.2 it is unaware of any acts of infringement of the Patents or Trade Marks; and
- 5.3 it has not assigned, sold, mortgaged, leased, licensed or otherwise disposed of the Trade Marks or any of the inventions which are the subject of the Patents prior to entering into this Assignment.

### **6 INDEMNITY**

The Assignor will indemnify the Assignee from and against all costs, claims, demands, liabilities, expenses, damages or losses (including without limitation consequential losses, loss of profit and loss of reputation, and all interest, penalties and legal and other professional costs and expenses) arising out of or in connection with any breach by the Assignor of the warranties in clause 5.

### **7. ENTIRE AGREEMENT**

This Assignment (together with the Agreement) contains the whole agreement between the parties relating to its subject matter and supersedes any prior written or oral agreement between them and the parties confirm that they have not entered into this Assignment on the basis of any representations that are not expressly incorporated into this Assignment or the Agreement. Nothing in this Agreement purports to limit the liability of either party for fraudulent misrepresentation.

### **8. BINDING EFFECT**

This Assignment shall bind and enure to the benefit of the parties and their respective assigns, personal representatives and successors in title.

### **9. THIRD PARTIES**

No term of this Assignment shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

**10      LAW**

This Assignment shall be governed by English law and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

**SIGNED** by the parties on the date set out above

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**SCHEDULE 1**

**The Patents**

<b>Name</b>	<b>Application No</b>	<b>Publication No</b>	<b>Application Date</b>	<b>Jurisdiction</b>
Machining Simulation Method and Apparatus (Multicut)	GB0001658.4	GB2346222	26.01.00	UK
Machining Simulation Method and Apparatus (Multicut)	09/490,222		24.01.00	USA



**SCHEDULE 2**

**The Trade Marks**

<b>MARK</b>	<b>REGISTRATION NO.</b>	<b>JURISDICTION</b>	<b>RENEWAL DATE</b>
MACHINeworks	406496	Community Trade Mark	21.10.06
MACHINeworks	2273253	USA	
MACHINeworks	4164470	Japan	10.07.08

SIGNED on behalf of  
**LIGHTWORK DESIGN LIMITED**  
by a duly authorised signatory

)  
) *R.G. Oliver*  
) *D. R.*

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SIGNED on behalf of  
**IMCO (302002) LIMITED**  
by a duly authorised signatory

)  
) *R.G. Oliver*  
) *D. R.*

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**TRADEMARK**

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APPOINTMENT OF DOMESTIC REPRESENTATIVE

Brian M. Davis, a member of the Bar of the State of North Carolina, and a member of ALSTON & BIRD LLP, Bank of America Plaza, 101 South Tryon Street, Suite 4000, Charlotte, North Carolina 28280-4000, is hereby designated Applicant's representative upon whom notice or process in proceedings affecting the mark may be served.

IMCO (302002) LIMITED

Date: April 15, 2003



Name: DAVID FORRESTER  
Title: DIRECTOR

CLT01/4584475v1