

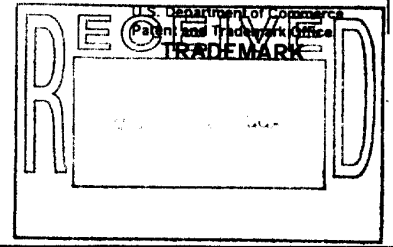
FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

06-01-1998



100723550

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



MD 5-18-98

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Heath Company

Execution Date
Month Day Year
02021998

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Heathkit Company, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 455 Riverview Drive

Address (line 2) _____

Address (line 3) Benton Harbor Michigan 49022
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

06/01/98 DCOATES 00000062 75394387

FOR OFFICE USE ONLY

01 FC: 81 40.00 OP
02 FC: 82 275.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75394387"/>	<input type="text" value="75393407"/>	<input type="text"/>	<input type="text" value="1218177"/>	<input type="text" value="919802"/>	<input type="text" value="1208237"/>
<input type="text" value="75399828"/>	<input type="text" value="75419191"/>	<input type="text"/>	<input type="text" value="755883"/>	<input type="text" value="520346"/>	<input type="text"/>
<input type="text" value="75393556"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="755590"/>	<input type="text" value="1220647"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

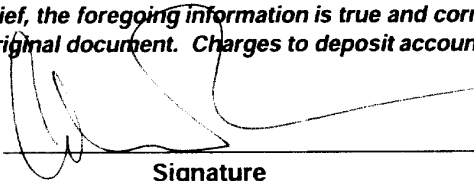
No

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. Charges to deposit account are authorized, as indicated herein.

Adam V. Petravicius

Name of Person Signing



Signature

May 14, 1998

Date Signed

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 2nd day of February, 1998 ("Effective Date"), by and between Heath Company, a Delaware corporation, with its principal office at 2701 Industrial Drive, Bowling Green, Kentucky, 42101, U.S.A. ("Assignor"), and Heathkit Company, Inc., a Delaware corporation, with its principal office at 455 Riverview Drive, Benton Harbor, Michigan 49022, U.S.A. ("Assignee").

WHEREAS, Assignor and Assignee are parties to a certain Contribution and Assumption Agreement dated as of February 2, 1998 ("Agreement"), pursuant to which Assignor has agreed to sell and contribute all of its businesses, assets and properties relating principally to the Heathkit Business (as defined in the Agreement) including, without limitation, Assignor's entire right, title and interest in, to and under the trademarks and the United States trademark registrations and applications for registration identified and set forth on Schedules A and B, respectively, including variations thereof, and the unregistered trademarks identified and set forth on Schedule C, and any variations thereof, and the foreign trademark registrations and applications for registration identified and set forth on Schedule D (collectively, the "Marks"), and the goodwill of the business associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee its entire right, title and interest in and to the Marks together with all goodwill associated therewith, and all registrations and applications therefor, in the United States and all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's

successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, together with all income, royalties, damages and payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages and payments by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (2) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

MARK	REGISTRATION NO.	DATE
HEATHKIT	1,218,177	11/30/82
HEATHKIT	755,883	09/03/63
HEATHKIT	755,590	09/03/63
HEATHKIT	919,802	09/07/71
HEATHKIT	520,346	01/31/50
HUG DESIGN	1,220,647	12/21/82
REMARK	1,208,237	09/14/82

SCHEDULE B

U.S. TRADEMARK APPLICATIONS

MARK	APPLICATION NO.	DATE
HEATHKIT	75/394,387	11/21/97
HEATHKIT	75/399,828	12/04/97
HEATHKIT EDUCATIONAL SYSTEM	75/393,556	11/20/97
HES	75/393,407	11/20/97
HES	75/419,191	01/16/98

SCHEDULE C

UNREGISTERED TRADEMARKS

Heathkit

SCHEDULE D

FOREIGN TRADEMARKS

COUNTRY	MARK	REGISTRATION NO./DATE
Argentina	HEATHKIT	1380920 July 28, 1959
Austria	HEATHKIT	46163 August 16, 1961
Austria	HEATHKIT	74610 June 5, 1973
Australia	HEATHKIT	A265574 June 23, 1976
Australia	HEATHKIT	A374051 December 6, 1984
Australia	HEATHKIT	A185334 June 16, 1965
Australia	HEATHKIT	A124551 March 13, 1970
Bolivia	HEATHKIT	32730-A May 17, 1974
Brazil	HEATHKIT	004051696 July 2, 1970
Chile	HEATHKIT	416465 October 2, 1973
Chile	HEATHKIT	39200 October 6, 1994
Chile	HEATHKIT	416160 November 23, 1993
Chile	HEATHKIT	424522 February 24, 1984
Colombia	HEATHKIT	83511 October 25, 1974

COUNTRY	MARK	REGISTRATION NO./DATE
Colombia	HEATHKIT	49969 November 15, 1961
Costa Rica	HEATHKIT	26392 March 25, 1964
Denmark	HEATHKIT	3371/1973 November 9, 1973
Dominion Republic	HEATHKIT	21493 March 1, 1973
Dominion Republic	HEATHKIT	13305 March 3, 1964
Dominion Republic	HEATHKIT	13176 December 20, 1963
Ecuador	HEATHKIT	2002-93 January 31, 1973
El Salvador	HEATHKIT	64 May 15, 1984
El Salvador	HEATHKIT	11440/31 July 13, 1964
Finland	HEATHKIT	66999 January 5, 1978
France	HEATHKIT	1694447 January 26, 1973
France	HEATHKIT	1592235 May 28, 1970
Germany	HEATHKIT	741335 June 2, 1960
Germany	HEATHKIT	915200 January 26, 1973
Guatemala	HEATHKIT	57993 May 11, 1969
Guatemala	HEATHKIT	28196 February 12, 1974

COUNTRY	MARK	REGISTRATION NO./DATE
Hong Kong	HEATHKIT	B572 September 20, 1965
Hong Kong	HEATHKIT	B2587/1984 November 30, 1982
Hong Kong	HEATHKIT	B2566/1984 November 30, 1982
India	HEATHKIT	286018B February 15, 1973
India	HEATHKIT	184658 April 19, 1958
Ireland	HEATHKIT	B106503 September 22, 1981
Israel	HEATHKIT	19761 May 12, 1961
Italy	HEATHKIT	387519 November 28, 1963
Japan	HEATHKIT	2474563 November 30, 1992
Lebanon	HEATHKIT	27745 February 22, 1973
Lebanon	HEATHKIT	36506 December 4, 1963
Liberia	HEATHKIT	30594/212 February 24, 1964
Liberia	HEATHKIT	27988/840 September 27, 1973
Mexico	HEATHKIT	238083 June 5, 1961
Mexico	HEATHKIT	286873 February 18, 1983
Mexico	HEATHKIT	236622 April 13, 1973

COUNTRY	MARK	REGISTRATION NO./DATE
New Zealand	HEATHKIT	103224 February 16, 1973
Panama	HEATHKIT	18261 October 29, 1973
Panama	HEATHKIT	11212 June 6, 1969
Peru	HEATHKIT	20516 April 25, 1979
Peru	HEATHKIT	8760 June 8, 1977
Philippines	HEATHKIT	3399 June 21, 1962
Portugal	HEATHKIT	181142 April 20, 1979
Portugal	HEATHKIT	123044 December 2, 1964
Portugal	HEATHKIT	123045 December 2, 1964
Singapore	HEATHKIT	4110/80 September 17, 1980
Spain	HEATHKIT	387690 May 16, 1962
Spain	HEATHKIT	706186 March 9, 1976
Switzerland	HEATHKIT	314660 May 17, 1961
Taiwan	HEATHKIT	64989 August 1, 1973
Trinidad and Tobago	HEATHKIT	B7855 September 21, 1982
Trinidad and Tobago	HEATHKIT	2418 November 20, 1963

COUNTRY	MARK	REGISTRATION NO./DATE
Uruguay	HEATHKIT	220675 November 28, 1967
Venezuela	HEATHKIT	43018-F December 14, 1962
Vietnam	HEATHKIT	7127 December 29, 1992

FOREIGN TRADEMARK APPLICATIONS

MARK	COUNTRY	APPLICATION NO./DATE
HEATHKIT	Venezuela	1079695 May 31, 1989