

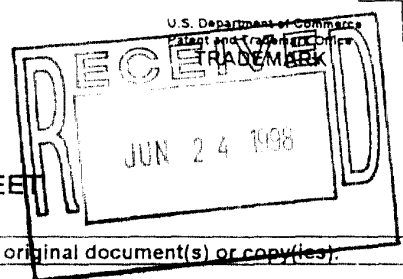
FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

06-29-1998



100750505

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



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 Melex USA, Inc.

Execution Date
Month Day Year
12/05/1996

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 Melex Products International, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 3900 Business Hwy.

Address (line 2) 70 West

Address (line 3) Smithfield

North Carolina

27577

- Individual
- General Partnership
- Limited Partnership

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

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.)

06/26/1998 DNGUYEN 00000041 130206 1830 964

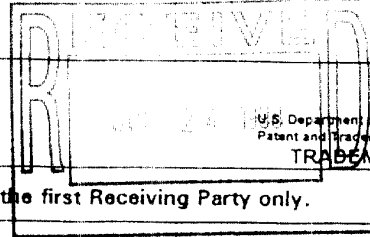
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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1745 FRAME: 0412



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

312-372-2000

Name Paula J. Krasny, Esq.
Address (line 1) McDermott, Will & Emery
Address (line 2) 227 West Monroe Street
Address (line 3) Chicago, Illinois 60606-5096
Address (line 4) []

Pages

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

6

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)		
[]	[]	[]	1,695,964	[]	[]
[]	[]	[]	[]	[]	[]
[]	[]	[]	[]	[]	[]

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

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:

13-0206

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.

Paula J. Krasny

6/23/98

Name of Person Signing

Signature

Date Signed

EXPRESS MAIL® Mailing Label Number

EL096038504US

Date of Deposits

6-23-98

I hereby certify that this paper or fee is being deposited with the United States Patent Service Express Mail Post Office to Address enclosed under 37 CFR 1-10 on the date indicated above and is addressed to the Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, VA 22202-2912

TRADEMARK

REEL: 1745 FRAME: 0413

Christie A. Chapman

ATTACHMENT NO. 2
to Golf Cars Assets and Liabilities Transfer
and Stock Conveyance Agreement of
December 5, 1996

AGREEMENT

Concluded by and between

MELEX USA, INC., a Delaware Law Corporation, located at 3223 B Swift
Creek Road, Smithfield, North Carolina 27577, U. S. A., hereinafter called
"MELEX"

and

MELEX PRODUCTS INTERNATIONAL, INC., a Delaware Law
Corporation, located at 3900 Business Hwy. 70 West, Smithfield, North
Carolina 27577, U. S. A., hereinafter called "MPI"

WHEREAS, Melex owns and has obtained respective official registrations
for the trademark "MELEX" (The "Mark") being applied for motorized
golf cars and utility vehicles, in the following countries, and such mark
has become incontestable, as per enclosed Exhibits "A", "B" and "C".

<u>Trademark</u>	<u>Country</u>	<u>Registration Date</u>	<u>Registration No.</u>
MELEX	United States	June 23, 1992	1,695,964
MELEX	Canada	December 2, 1994	436,521
MELEX	Mexico	May 17, 1991	401,942

WHEREAS, Melex owns all right, title and interest to the logo pictured in
the attached Exhibit "D" (the "Logo");



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WHEREAS, on December 5, 1996 Melex and MPI concluded a Golf Car Assets and Liabilities Transfer and Stock Conveyance Agreement, by virtue of which, Melex transferred to MPI all golf car, utility vehicle and corporate tangible and intangible assets, together with all debt and liabilities related to the golf car business;

WHEREAS, the Mark and the Logo are essential and necessary legal and commercial components of the Melex golf car and vehicle business being transferred by Melex to MPI, thus MPI is desirous of taking over the Mark and the Logo from Melex, and of changing respective trademark registrations in the United States, Canada and Mexico;

1. Transfer and Assignment of the Mark and the Logo

NOW THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for valuable and legally sufficient consideration, the receipt and legal sufficiency of which are hereby acknowledged by Melex, by these presents Melex does sell, assign, and transfer unto MPI Melex's entire right, title and interest in and to the Mark and the Logo, including but not limited to the subject trademark registrations in the United States, Canada and Mexico listed above, including the right to bring actions for infringements of the said Mark occurring prior to the date of this Assignment, together with that part of the goodwill of Melex's business connected with and symbolized by the Mark. This transfer and assignment is effective December 5, 1996.

2. Trademark Registrations Amended

The parties further agree that in order to fully implement this Agreement Melex will immediately apply for respective amendment of the

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trademark registrations in the United States, Canada and Mexico, and MPI will reimburse Melex for all evidenced cost and expenses associated with this amendment. Melex will also execute such other documents as may be necessary for MPI to perfect its rights as granted in this Agreement.

3. Grant of License

In as much as Melex is desirous of using the Mark in its business, the parties hereto agree that Melex is hereby granted rights to use the Mark for aviation related businesses conducted by Melex for the period of its corporate existence from this date forward without charge. Provided further that the Mark shall not be assignable to any third party by Melex without the express written consent of MPI.

4. Severability

In the event that any term or provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision, and this Agreement shall be interpreted and construed as if such term or provision, to the extent the same shall have been held invalid, illegal, or unenforceable, had never been contained herein.

5. Governing Law

This Agreement shall be governed by the law of the State of North Carolina.

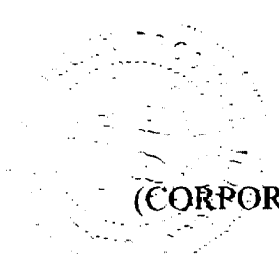
6. Entire Agreement

This Agreement embodies all of the understanding and obligations between the parties with respect to the subject matter hereof. No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing, signed on behalf of each of the parties by their respective proper officers.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on this 5th day of December, 1996.

MELEX PRODUCTS INTERNATIONAL, INC.



By: *[Signature]*
Andrzej Jesionck
Chairman & CEO

(CORPORATE SEAL)

ATTEST:

[Signature]
Secretary

MELEX USA, INC.



By: *[Signature]*
George M. Lundy, Jr.
President & CEO

(CORPORATE SEAL)

ATTEST:

[Signature]
Secretary