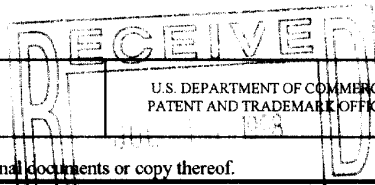


MRO 7-13-98

07-21-1998



FORM PTO-



100768988

To the Honorable Commissioner of Patents and Trademarks

attached original documents or copy thereof.

1. Name of conveying party(ies):
Shepherd Hardware Products, Inc.
Individual(s) Association
General Partnership Limited Partnership
[X] Corporation-State Delaware
Other

2. Name and address of receiving party(ies):
Name: Shepherd Hardware Products, LLC
Internal Address:
Street Address: P.O. Box 394
City: Three Oaks State: Michigan Zip: 49128-0394

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

Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
[X] Other Limited Liability Company

3. Nature of conveyance:
[X] Assignment Merger
Security Agreement Change of Name
Other

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

Execution Date: June 25, 1998

(Designations must be a separate document from Assignment)

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

4. Application number(s) or registration number(s).
A. Trademark Application No.(s)
460,560 filed on April 2, 1998
B. Trademark registration No.(s)
1,709,371 1,861,818
1,888,084 1,998,627
2,051,580 2,095,759
Additional numbers attached: Yes x No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Dennis M. McWilliams
Internal Address: Lee, Mann, Smith, McWilliams, Sweeney & Ohlson
Street Address: P.O. Box 2786
City: Chicago State: Illinois Zip: 60690-2786

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41) \$ 280.00

[X] Enclosed
Authorized to be charged to deposit account

8. Deposit account number: 12-0913
(Attach duplicate copy of this form 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.

Dennis M. McWilliams Signature Date July 8, 1998

07/17/1998 DCOATES 00000066 460560

Total number of pages comprising cover sheet 5

01 FE:481 40.00 OP
02 FE:482 150.00 OP

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Refund Ref: 07/17/1998 DCOATES 0000062542

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering information to be completed in reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK
REEL: 1755 FRAME: 0694

**TRADEMARK ASSIGNMENT**

This assignment, made and effective as of the 31<sup>st</sup> day of December, 1997, by and between SHEPHERD HARDWARE PRODUCTS, INC., a corporation of Delaware, having its principal place of business at Three Oaks, Michigan, hereafter referred to as SHPI and SHEPHERD HARDWARE PRODUCTS, L.L.C., a Delaware limited liability company, having its principal place of business at Three Oaks, Michigan, hereafter referred to as SHPLLC.

WHEREAS, SHPI has adopted and used and is the owner of the trademarks FELTGARD, SLIDE GLIDE, SURFACE GARD, WALL DECOR, FELT GARD PLUS and WEDGE IT in connection with the goods listed in the registrations referred to herein; and

WHEREAS, SHPI warrants that it is the sole owner of all right, title and interest, in U.S. Trademark Registrations as follows:

<b><u>Trademark</u></b>	<b><u>Registration No.</u></b>
FELT GARD	1,709,371
SLIDE GLIDE	1,861,818
SURFACE GARD	1,888,084
WALL DECOR	1,998,627
FELT GARD PLUS	2,051,580
WEDGE IT	2,095,759

WHEREAS, SHPLLC has acquired from SHPI the business of manufacturing and selling of such goods under the trademarks referred to herein pursuant to a merger of SHPI into SHPLLC effective as of December 31, 1997.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SHPI hereby assigns, sells, and transfers to SHPLLC all of its right, title, and interest in and to the



**TRADEMARK ASSIGNMENT**

This assignment, made and effective as of the 31<sup>st</sup> day of December, 1997, by and between SHEPHERD HARDWARE PRODUCTS, INC., a corporation of Delaware, having its principal place of business at Three Oaks, Michigan, hereafter referred to as SHPI and SHEPHERD HARDWARE PRODUCTS, L.L.C., a Delaware limited liability company, having its principal place of business at Three Oaks, Michigan, hereafter referred to as SHPLLC.


WHEREAS, SHPI has adopted and used and is the owner of the trademark FELT GARD logo in connection with cushioning pads; and

WHEREAS, SHPI warrants that it is the sole owner of all right, title and interest, in U.S. Trademark Application Serial No. 460,560 filed on April 2, 1998.

WHEREAS, SHPLLC has acquired from SHPI the business of manufacturing and selling such goods under the trademark referred to herein, pursuant to a merger of SHPI into SHPLLC effective as of December 31, 1997

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SHPI hereby assigns, sells, and transfers to SHPLLC all of its right, title, and interest in and to the trademark referred to herein, along with the good will of the business symbolized by the mark and the application for registration of said mark and any registration resulting therefrom.

SHEPHERD HARDWARE PRODUCTS, INC.

By:   
Marvin Ross  
President

STATE OF Michigan )  
 ) SS.  
COUNTY OF Benzie )

On this 25<sup>th</sup> day of June, 1998, before me appeared Marvin Ross, the person who signed this instrument and who acknowledged that he signed it on behalf of SHEPHERD HARDWARE PRODUCTS, INC. with authority to do so.

Carole R. Chamberlain  
Notary Public

My commission expires: 12-31-98