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09-16-1998



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To the Honorable

08-27-1998

dema

100828957

ts or copy thereof.

1. Name

GenTec Equipment Company

a. Type of Entity:

Kentucky Corporation

2. Name of Receiving Party:

GenTec Group Intellectual Property Corp.

12611 Townepark Way

Louisville, KY 40243

a. Type of Entity:

Kentucky Corporation

3. Nature of Conveyance:

Assignment

4. Application or Registration Numbers:

1,894,968

1,919,275

1,895,907

1,925,850

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

Carmin D. Grandinetti
Greenebaum Doll & McDonald, PLLC
3300 National City Tower
Louisville, Kentucky 40202
(502) 587-3528

6. Total number of applications and registration involved:

4

7. Total fee (37 CFR 3.41 \$115.00

ENCLOSED

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.

Carmin D. Grandinetti

Name of person signing

Signature

August 24, 1998

Date

09/11/1998 DWUYEM 00000207 1894968

01 FC:481
02 FC:48240.00 OP
75.00 OP

Total number of pages comprising cover sheet: 1

TRADEMARK
REEL: 1788 FRAME: 0052

TRADEMARK ASSIGNMENT

WHEREAS, GenTec Equipment Company, a Kentucky corporation ("Assignor"), with its principal office address at 12611 Townepark Way, Louisville, Kentucky 40243, is the owner of the following trademark registrations ("Marks"):

NITEOWL	U.S. Registration No. 1,894,968
RAP GATOR	U.S. Registration No. 1,895,907
GENTEC	U.S. Registration No. 1,919,275
GENTEC (and design)	U.S. Registration No. 1,925,850
GENTEC (and design)	Kentucky Registration No. 11219;

and

WHEREAS, GenTec Group Intellectual Property Corp., a Kentucky corporation ("Assignee"), with its principal office address at 12611 Townepark Way, Louisville, Kentucky 40243, is desirous of acquiring the Marks.

NOW, THEREFORE, the parties hereby agree that for good and valuable consideration, Assignor hereby sells, assigns, transfers and sets over to Assignee, Assignor's entire right, title and interest in and to the Marks, together with the goodwill of the business in connection with which the Marks are used, and the right to recover for past infringement of the Marks.

IN WITNESS WHEREOF, Assignor has executed this instrument on this ^{26th} 12th day of June, 1998.

GENTEC EQUIPMENT COMPANY

By: Leonard A. French
Title: President

6-26-1998