

03-30-1999



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To the Honorable Commissioner of Patents and Trademarks

CORDINATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Please record the attached original documents or copy thereof.

65-11-99
G.W.

1. Name of conveying party(ies):

Davco Manufacturing Corp

03-11-1999

U.S. Patent & TMO/TM Mail Ropt Dt. #26

and address of receiving party(ies)

Davco Manufacturing Acquisition,
L.L.C.

Address: _____

- Individual(s)
- General Partnership
- Corporation-State
- Other _____

- Association
- Limited Partnership

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

Street Address: 1600 Woodland Drive

City: Saline State: MI ZIP: 48176

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other a Michigan Limited Liability Corporation

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
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: March 14, 1995

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

(1,696,789)
TWIN PRO

Additional numbers attached? Yes No

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

Name: Andrew R. Basile
YOUNG & BASILE, P.C.
Internal Address: _____

Street Address: 3001 W. Big Beaver Road
Suite 624

City: Troy State: MI ZIP: 48084

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:
25-0115

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

03/29/1999 DNGUYEN 00000158 1696789

01 FC:481

40.00 DP

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.

Andrew R. Basile
Name of Person Signing

[Signature]
Signature

3/9/99
Date

Total number of pages including cover sheet, attachments, and document: 1

TRADEMARK ASSIGNMENT

This Agreement is made as of March 14, 1995, between DAVCO MANUFACTURING CORPORATION, a Delaware corporation, whose address is 1600 Woodland Drive, Saline, Michigan 48176 ("Assignor"), and DAVCO MANUFACTURING ACQUISITION, L.L.C., a Michigan limited liability company, whose address is 1600 Woodland Drive, Saline, Michigan 48176 ("Assignee").

Assignor has adopted, used and is using certain trademarks which are registered at the United States Patent and Trademark Office as set forth in the attached Exhibit A.

Assignee desires to acquire Assignor's entire right, title and interest in and to the trademarks and the registrations thereof.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to the trademarks, together with the good will of the business symbolized by the marks, and the registrations thereof as set forth in Exhibit A, including without limitation all renewals thereof, the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world.

Assignor agrees that it will at any time upon the request and at the expense of Assignee execute and deliver any and all papers and do all lawful acts that may be necessary and desirable to perfect Assignee's title to the trademarks in such form as to be recordable at the United States Patent and Trademark Office and foreign patent and trademark offices.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates set forth below.

ASSIGNOR:

DAVCO MANUFACTURING CORPORATION

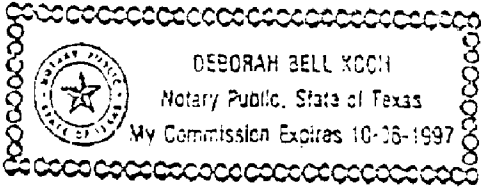
Dated: March 14, 1995

By: Leland L. Davis
Leland L. Davis
Its: Authorized Signer

STATE OF Texas)
) :ss
COUNTY OF Brewer)

On this 14th day of March, 1995, before me appeared Leland L. Davis, the person who signed this instrument, who acknowledged that he signed it as a free act on his own behalf.

TRADEMARK
REEL: 1875 FRAME: 0523



Deborah Bell Koch
Notary Public, Brewer County Texas
My commission expires: 10-06-97

ASSIGNEE:

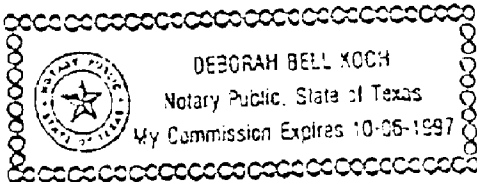
DAVCO MANUFACTURING ACQUISITION, L.L.C.

Dated: March 14, 1995

By: Stephen D. Davis
Stephen D. Davis
Its: Member and President

STATE OF Texas)
) : ss
COUNTY OF Brewer)

On this 14th day of March, 1995, before me appeared Stephen D. Davis, the person who signed this instrument, who acknowledged that he signed it as a free act on his own behalf.



Deborah Bell Koch
Notary Public, Brewer County Texas
My commission expires: 10-6-97

After recordation, return this Assignment to:

J. Kevin Trimmer, Esq.
Miller, Canfield, Paddock and Stone, P.L.C.
1400 North Woodward Avenue, Suite 100
P.O. Box 2014
Bloomfield Hills, Michigan 48303-2014
(810) 645-5000

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TRADEMARKS - DAYCO MANUFACTURING CORPORATION

Trade Name	Serial No.	Date
Air-Pro	1,200,340	2/7/84
Blasal-Pro	1,210,197	10/13/82
Filter Shield	1,497,817	7/28/83
Freedom 30	1,443,036	9/13/87
Pool Pro	1,371,140	1/19/83
Hot Joint	1,333,192	3/1/87
Hot Pick-up	1,371,102	1/5/83
Hydro Pro	1,068,450	10/3/81
Kool-Kart	1,529,282	3/14/88
Kool-Kart (Canada)	893930	2/23/80
Lock Protector	1,314,507	1/15/83
Marine Pro	1,303,821	11/9/83
Mega Filter	1,440,004	8/13/87
Mega Pro	1,404,181	4/13/83
Pro-Chok	1,309,035	12/7/83
Procide	1,322,277	8/2/82
Sea Pro	1,088,818	1/1/81
Turbo Pro	1,497,818	7/28/83
Twin Pro	1,898,783	8/23/92

TRADEMARK DOC
 03/11/99 10:00 AM