

MCO 5-19-99

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To the Honorable Commission

101044652

Record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Kelly Pioneer Group, Inc.

- Individual(s), General Partnership, Corporation-State-New York, Other, Association, Limited Partnership

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

3. Nature of conveyance:

- Assignment, Security Agreement, Other, Merger, Change of Name

Execution Date: Effective as of April 2, 1999

2. Name and address of receiving party(ies):

Name: Rotary Press Systems Inc.

Internal Address: Suite 1900

Street Address: 8 King Street East Ontario Canada

City: Toronto State: ZIP: M5C 1B5

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Canada, Other

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

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

857,349

857,349

Additional numbers attached? Yes No

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

Name: Keith E. Sharkin, Esq.

Internal Address: Nims, Howes, Collison,

Hansen & Lacker

Street Address: 605 Third Avenue

Suite 3500

City: New York State: NY ZIP: 10158

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:

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

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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.

Keith E. Sharkin

Name of Person Signing

Signature

May 19, 1999

Date

Total number of pages comprising cover sheet:

1

GMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

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 the data needed, and completing and 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.

Mark: THERMO-STUD

Reg. No.: 857,349

Reg. Date: September 24, 1968

Owner: Rotary Press Systems Inc.

DESIGNATION OF DOMESTIC REPRESENTATIVE

NINS, HOWES, COLLISON, HANSEN & LACKERT, whose postal address is 605 Third Avenue, New York, New York 10158, is hereby designated registrant's representative upon whom notices or process in proceedings affecting the mark may be served.

Rotary Press Systems Inc.

Dated: May 13<sup>th</sup>, 1999

By:



Name: EUGENE JANNIDES  
Title: PRESIDENT

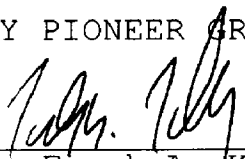
NUNC PRO TUNC  
TRADEMARK ASSIGNMENT

WHEREAS, KELLY PIONEER GROUP, INC., a New York corporation, with a place of business at 1270 Avenue of the Americas, New York, New York 10020 (hereinafter "Assignor"), acting as an agent for an undisclosed principal, acquired the right, title and interest in and to the trademark THERMO-STUD, Registration No. 857,349, together with the goodwill of the business symbolized by said trademark and the registration therefor (hereinafter the "Trademark"); and

WHEREAS, ROTARY PRESS SYSTEMS INC., a corporation organized under the laws of Canada, with a place of business at 8 King Street East, Suite 1900, Toronto, Ontario M5C 1B5 Canada (hereinafter "Assignee"), the principal on whose behalf Kelly Pioneer Group, Inc. was acting as agent, desires to acquire the Trademark and the goodwill of the business pertaining thereto along with the registration therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers its entire right, title and interest in and to the Trademark and the registration therefor, together with the goodwill of the business pertaining thereto, to Assignee effective as of April 2, 1999.

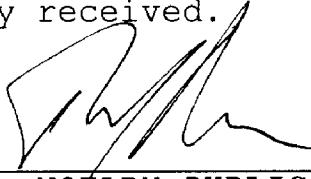
KELLY PIONEER GROUP, INC.

By:   
Name: Frank A. Kelly  
Title: President

ACKNOWLEDGMENT

STATE OF NEW YORK     )  
                                  ) ss:  
COUNTY OF NEW YORK    )

On this 14 day of April, 1999, before me personally appeared Frank A. Kelly, to me known, who, being by me duly sworn, did depose and say that he is the President of Kelly Pioneer Group, Inc., the Assignor above-named, and acknowledged that he executed the foregoing Assignment on behalf of said Assignor and pursuant to authority duly received.

  
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NOTARY PUBLIC

**NOTARY PUBLIC  
THOMAS J. O'CONNOR  
COUNTY OF NASSAU, NEW YORK  
01OC6001427  
DATES 01/12/1998 TO 01/12/2000**