

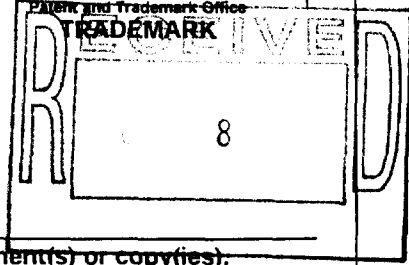
09-13-1999

MRD
9-8-99



101143559

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
 - Merger
 - Change of Name
 - Other _____
- Effective Date
Month Day Year
07 1999

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Whistler Corporation of Massachusetts

07 1999

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 Techline Industries, Inc.

DBA/AK/A/T _____

Composed of _____

Address (line 1) 2400 E. Lincoln

Address (line 2) _____

Address (line 3) Birmingham

MI

48009

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization _____ Delaware

09/10/1999 DNGUYEN 00000244 1990775

FOR OFFICE USE ONLY

FC:481 40.00 OP
FC:482 125.00 OP

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

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)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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:

#

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.

David O. Johanson, Esq.

September 8, 1999

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

WHEREAS, Whistler Corporation of Massachusetts, a corporation organized and existing under the laws of the State of Delaware, having a place of business at 16 Elizabeth Drive, Chelmsford, Massachusetts 01824 (the "Assignor"), and Techline Industries, Inc., a corporation organized and existing under the laws of the State of Delaware, having a place of business at 2400 E. Lincoln, Birmingham, Michigan 48009 (the "Assignee"), as assignee of Catalyst Equity Fund, L.P., have entered into an Asset Purchase Agreement dated as of July 9, 1999 (the "Purchase Agreement");

WHEREAS, the Assignor has adopted and used and is using the trademarks and service marks (the "Marks") identified on Exhibit A hereto, and is the owner of the registrations of and pending registration applications for such Marks identified on said Exhibit A; and

WHEREAS, the Assignee, in connection with the Purchase Agreement, is desirous of acquiring said Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said Assignor does hereby assign, sell and transfer unto said Assignee all right, title and interest in and to the said Marks, together with (a) the registrations of and registration applications for said Marks, (b) the goodwill of the business symbolized by and associated with said Marks and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to said Marks or the registrations thereof or such associated goodwill.

Notwithstanding anything herein to the contrary and pursuant to the Purchase Agreement, no rights relating to the name "Whistler" are granted by the Assignor to the Assignee hereunder.

The assignment hereunder is made without recourse to the Assignee, as is where is, and without any representations or warranties of any kind, except, in each case, as otherwise set forth in the Purchase Agreement.

The Assignor agrees to execute all documents and instruments as may be necessary and reasonably required by the Assignee with respect to the assignment and/or perfection of the Assignee's rights with respect to the Marks granted hereunder.

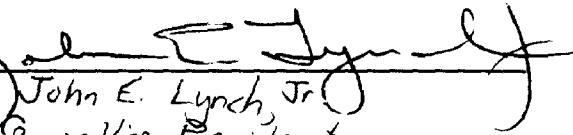
It is agreed that this writing, together with the Purchase Agreement, constitutes the entire agreement between the parties in connection with the matter set forth herein.

No provision of this assignment may be changed, waived, discharged or terminated, except by written agreement signed by an authorized representative of each party. The waiver of any one party hereunder shall not extend to or affect any other provision hereof which is not expressly waived.

This assignment is executed and delivered in the Commonwealth of Massachusetts and shall be construed and enforced in accordance with the laws of said Commonwealth.

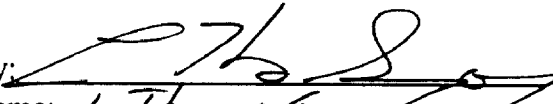
IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this 17th day of July, 1999.

WHISTLER CORPORATION
OF MASSACHUSETTS

By: 
Name: John E. Lynch, Jr.
Title: Senior Vice President

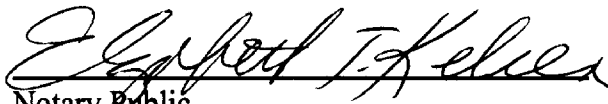
The foregoing assignment of said Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the 19th day of July, 1999.

TECHLINE INDUSTRIES, INC.

By: 
Name: L. Thomas Gregory
Title: Vice Pres.

Commonwealth
STATE OF Massachusetts
COUNTY of Suffolk) ss.

On this the 19th day of July, 1999, before me appeared John E. Lynch Jr., the person who signed this instrument, who acknowledged that (s)he is the Secretary of Whistler Corporation of Massachusetts and that (s)he signed such instrument as a free act on behalf of John E. Lynch Jr.


Notary Public

[Seal]

My commission expires: ELIZABETH T. KELSEN
NOTARY PUBLIC
My Commission Expires October 12, 2001

MARK	COUNTRY	SERIAL NO.	FILING DATE	GOODS	STATUS
AUTO-TRANS*	United States	1990775	8/06/96	Radio transmitter used in connection with garage door openers in Class 9	Section 8 Affidavit due 08/06/2002
AUTOGRAPH*	United States	1876333	01/31/95	Steel garage doors in Class 6	Section 8 Affidavit due 01/31/2001
DOORKEEPER*	Canada	TMA191412	06/01/73	Corresponds to U.S. Registration 939635	Renewal due 06/01/2003
DOORKEEPER*	United States	939635	08/01/72	Automatic electronic garage door openers in Class 9	Renewal due 10/19/2002
QUIET GLIDE*	United States	1954016	02/06/96	Steel garage doors in Class 6	Section 8 Affidavit due 02/06/2002
STEEL ADVANTAGE*	United States	1489014	05/24/88	Garage doors of metal in Class 6	Renewal due 05/24/2008
U-INSTALL*	United States	1140279	10/07/80	Automatic garage door openers in Class 9	Renewal due 12/07/2000