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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Duke Manufacturing Co., a Missouri Corporation

- Individual(s)
 - General Partnership
 - Corporation-State
 - 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: October 15, 1997

2. Name and address of receiving party(ies)

Name: Mars Sales, Inc., a California Corporation

Internal Address: 14716 S. Broadway
Gardena, CA 90248

Street Address: _____

City: _____ State: _____ ZIP: _____

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

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,231,778

Additional numbers attached? Yes No

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

Name: Mars Sales Co. c/o Martin Smilo

Internal Address: 14716 S. Broadway
Gardena, CA 90248

Street Address: same

City: _____ State: _____ ZIP: _____

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)

11/18/1999 00000002 1231778

DO NOT USE THIS SPACE

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40.00 DP

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.

Martin Smilo
Name of Person Signing

Martin Smilo
Signature

11/10/99
Date

Total number of pages including cover sheet, attachments, and document: 4

ASSIGNMENT OF UNITED STATES TRADEMARK REGISTRATION

WHEREAS, Duke Manufacturing Co., a Missouri corporation ("Duke"), is the owner of that certain trademark registered in the United States Patent and Trademark Office for the item listed, together with its registration number and date of issuance, on Exhibit A attached hereto and by this reference incorporated herein (the "Trademark"); and

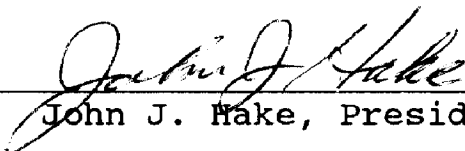
WHEREAS, Mars Sales Co., Inc., a California corporation ("Company"), is desirous of acquiring the entire right, title and interest of Duke in and to the Trademark and said registration and the goodwill associated therewith; and

WHEREAS, contemporaneously with the execution and delivery of this Agreement, Duke and Company have consummated the transactions contemplated by that certain Asset Purchase Agreement dated August 5, 1997, pursuant to which Duke has transferred certain of its assets to Company, including the Property listed on Exhibit A, for the consideration set forth therein.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Duke, by these presents, does hereby sell, assign and transfer unto Company all of its right, title and interest in and to the Trademark, together with the goodwill of the business symbolized by said Trademark, the same to be held and enjoyed by Company, for its own use and benefit and that of its successors and assigns, to the full end of the term for which said Trademark is granted, together with all claims for damages by reason of past infringement of said Trademark, with the right to sue for and collect the same for its own use and for the use of its successors, assigns or other legal representatives. Duke does hereby covenant and agree with said Company to execute and deliver such other and further instruments and take such other and further actions as may be reasonably necessary or appropriate to transfer said Trademark, claims for damages by reason of past infringement and right to sue and collect therefor to Company. Duke further warrants it has full right and title to and authority to assign the Trademark and it is free and clear of all liens and encumbrances of every kind.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed at St. Louis, Missouri, this 15th day of October, 1997.

DUKE MANUFACTURING CO.

By: 
John J. Hake, President


TRADEMARK

REEL: 001989 FRAME: 0813

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS) ss.

On this 15th day of October, 1997, before me appeared John J. Hake, to me personally known, who, being by me duly sworn, did say that he is the President of Duke Manufacturing Co., a Missouri corporation, and that the foregoing instrument was signed in behalf of said corporation, and said John J. Hake acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Notary Public

My commission expires:

" NOTARY SEAL "
Rita I. Moore, Notary Public
St. Louis County, State of Missouri
My Commission Expires 3/25/2000

EXHIBIT A

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>ISSUE DATE</u>	<u>STATUS</u>	<u>GOODS</u>
Ares	1,231,778	March 22, 1983	(20 yr)	Industrial make-up air systems for replacing exhaust air with fresh ventilation air comprising furnace blower motor evaporative cooling unit and automatic temperature control thermostat.

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