

03-15-2000



101290384

### 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  
\_\_\_\_\_

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Ausco Products, Inc.

1 / 18 / 00

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Nevada

#### Receiving Party

Mark if additional names of receiving parties attached

Name Universal Tool & Stamping Company, Inc.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 2791 Research Drive

Address (line 2) \_\_\_\_\_

Address (line 3) Rochester Hills

Michigan

48309

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership

- Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Indiana

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.)

#### FOR OFFICE USE ONLY

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0851-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0851-0027, Patent and Trademark Assignment Practices. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK  
DATE OF DEPOSIT: February 16, 2000  
REEL: 002033 FRAME: 0627

**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)**

|                      |                      |                      |
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| <input type="text" value="410,448"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/>                 | <input type="text"/> | <input type="text"/> |
| <input type="text"/>                 | <input type="text"/> | <input type="text"/> |

**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.

Michael J. Newman

*Michael J. Newman*

2/16/00

Name of Person Signing

Signature

Date Signed

## **TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into this 18th day of January, 2000 (the "Effective Date") by and between Ausco Products, Inc., a Nevada corporation, having a place of business at 2245 Pipestone Road, Benton Harbor, Michigan 49022 (the "Assignor"), and Universal Tool & Stamping Company, Inc., an Indiana corporation, having a principal place of business at 2791 Research Drive, Rochester Hills, Michigan 48309 (the "Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of January 17th, 2000, ("Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the assets, properties and rights pertaining to the Business as defined in the Asset Purchase Agreement;

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the single trademark and the United States trademark registration, including variations thereof, identified and set forth on Schedule A under the heading "U.S. Trademark Registration" (the "Registered Mark");

WHEREAS, Assignor may have residual rights in, to and under the two unregistered trademarks, including variations thereof, identified and set forth on Schedule A under the heading "Unregistered Trademarks" (the "Unregistered Marks"); and

WHEREAS, Assignee wishes to acquire, and Assignor wishes to assign all of its right, title and interest in and to the Registered Mark and the Unregistered Marks including, together with the goodwill of the business in connection with which the Marks are used, including all foreign rights corresponding thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, hereby agree as follows:

1. Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Registered Mark and its right, title and interest in and to the Unregistered Marks, together with the goodwill of the business in connection with which the Registered Mark and the Unregistered Marks are used, and all registrations and applications therefor in the United States and in all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Registered Mark and the Unregistered Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Notwithstanding the forgoing, Assignor does not represent or warrant that it has any rights in or to the Unregistered Marks.

2. Assignor requests the Commissioner of Patents and Trademarks of the United States or, in the case of the several states in the United States or countries outside the United States, the analogous individual or agency responsible for trademarks, service marks, trade/assumed names, to record Assignee as owner of the Registered Mark and the Unregistered

Marks, including any variations thereof, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Assignor hereby represents and warrants that: (i) Schedule A attached hereto identifies each Registered Mark used in connection with the Business and necessary for the Business as currently conducted, except for the registered trademark "AUSCO PRODUCTS" which will be retained by Seller; (ii) except as set forth on Schedule 4(m) of the Asset Purchase Agreement, Assignor has not interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Intellectual Property (as defined in the Asset Purchase Agreement) rights relating to trademarks of third parties; (iii) it has not received any charge, complaint, claim, demand, or notice alleging any such interference, infringement, misappropriation, or violation and Assignor has no knowledge that any third party has interfered with, infringed upon, misappropriated or otherwise come into conflict with the Registered Mark or Intellectual Property (as defined in the Asset Purchase Agreement) rights pertaining thereto; (iv) except as set forth on Schedule 4(m) of the Asset Purchase Agreement, it owns and possesses all right, title and interest in and to the Registered Mark free and clear of any liens and encumbrances and it has full right to assign all of its interests therein; (v) the Registered Mark has not expired or has been otherwise rendered unenforceable for failure to take any action including the payment of any fee, nor will this assignment have any effect on the Registered Mark used in the Business; and (vii) Assignor has not executed and will not execute any agreement or other instrument in conflict herewith. The terms and conditions of Sections 4 and 7 of the Asset Purchase Agreement are incorporated herein by this reference.

4. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (i) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (ii) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (iii) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (iv) in the implementation or perfection of this Assignment.

5. In the event of a conflict or ambiguity between the terms and conditions of this Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall control.

\* \* \* \* \*

IN TESTIMONY WHEREOF, Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 18th day of January, 2000.

AUSCO PRODUCTS, INC.

UNIVERSAL TOOL & STAMPING COMPANY

By: D.S. Nottus

By: [Signature]

Name: D.S. Nottus

Name: David Bovee

Title: President & CEO

Title: President

STATE OF Michigan )  
 ) SS.  
COUNTY OF Washtenaw )

BEVERLY A. SANDBERG  
Notary Public, Berrien Co., MI  
My Comm. Expires Jan. 31, 2003

On this 18th day of January, 2000, there appeared before me David Bovee, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Ausco Products, Inc.

[Signature]  
Notary Public

STATE OF Michigan )  
 ) SS.  
COUNTY OF Oakland )

On this 18th day of January, 2000, there appeared before me David Bovee, personally known to me, who acknowledged that he/~~she~~ signed the foregoing Assignment as his/~~her~~ voluntary act and deed on behalf and with full authority of Universal Tool & Stamping Company, Inc.

[Signature]  
Notary Public  
Patricia M. Maksinski  
Notary Public, Oakland County, MI  
My commission expires: 2/12/04

**SCHEDULE A**

**TRADEMARKS**

U.S. Trademark Registration

| <u>Mark</u> | <u>Reg. No.</u> | <u>Reg. Date</u> |
|-------------|-----------------|------------------|
| DREDNAUT    | 410,448         | 11/28/44         |

Unregistered Trademarks

DAMP-R-TROL  
SAF-LIFT