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PRU

08-01-2000

Reference No. 28533/G1000

6/29/00



101419588

and original documents or copies

To the Honorable Commissioner of 1 thereof.

1. Name of conveying party(ies):  
QPF, Inc.

Individuals                    Association  
General Partnership       Limited Partnership  
Corporation-Delaware  
Other \_\_\_\_\_  
Additional name(s) of conveying party(ies) attached? Yes  
No

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

601 East Lake Street  
Streamwood, Illinois 60

06-29-2000

U.S. Patent & TMO/TM Mail Rcpt Dt. #54

Individual(s) citizenship: \_\_\_\_\_  
Association: \_\_\_\_\_  
General Partnership: \_\_\_\_\_  
Limited Partnership: \_\_\_\_\_  
Corporation-State: \_\_\_\_\_  
Other: Limited Liability Company Mississippi

3. Nature of Conveyance:

Assignment                    Merger  
Security Agreement       Change of Name  
Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  
Yes No  
(Designation must be a separate document from Assignment).  
Additional name(s) & address(es) attached?  
Yes No

Execution Date: March 19, 1999

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,694,378	2,107,363
1,225,056	2,130,760
1,181,108	2,134,591

Additional numbers attached? Yes No

5. Mail correspondence to:

James P. Zeller  
MARSHALL, O'TOOLE, GERSTEIN,  
MURRAY & BORUN  
6300 Sears Tower -- 233 South Wacker Drive  
Chicago, Illinois 60606  
(312) 474-6300

6. Total number of applications and registrations involved: 6

7. Attached is a check in the amount of \$ 165.00 the total fee due pursuant to 37 C.F.R. §3.41.

8. Commissioner is hereby authorized to charge any deficiency in the amount enclosed or any additional fees which may be required under 37 C.F.R. §3.41, or credit any overpayment, to Deposit Account No. 13-2855. A copy of this Recordation Form Cover Sheet is enclosed.

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.

James P. Zeller  
Name of Person Signing

Signature

26 June 2000  
Date

Total number of pages comprising cover sheet: 6

MOGDOC #64273

08/01/2000 DNGUYEN 00000057 1694378

01 FC:481 40.00 OP

01 FC:482

125.00 OP

SCHEDULE A

Country	Trademark	Registration No.	Registration Date
United States	RAP	1,694,378	6/16/92
United States	NORMET	1,225,056	1/25/83
United States	NORPROP	1,181,108	12/8/81
United States	MIRAGE	2,107,363	10/21/97
United States	QPET	2,130,760	1/20/98
United States	QLAM	2,134,591	2/3/98

## TRADEMARK ASSIGNMENT

WHEREAS, QPF, Inc., a Delaware corporation with a place of business at 601 East Lake Street, Streamwood, Illinois 60107, (the "Assignor"), is the owner of the trademark registrations identified in Schedule "A" attached hereto; and

WHEREAS, QPF, L.L.C., a Mississippi limited liability company with a place of business at 601 East Lake Street, Streamwood, Illinois 60107 (hereinafter referred to as "Assignee"), is desirous of acquiring all of Assignor's rights in said trademark registrations.

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to each of the trademarks registrations that are identified in Schedule "A", which is attached hereto and incorporated herein by reference, together with all good will arising from the use of and symbolized by such trademarks; and

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to each of the trademark registrations identified in Schedule "A", together with all good will arising from the use of and symbolized by such trademarks;

NOW, THEREFORE, in consideration for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Assignor hereby sells, assigns, transfers, and conveys to Assignee all right, title, and interest in and to the trademark registrations identified in Schedule "A", together with all good will arising from the use of and symbolized by such trademarks.
2. Assignor further agrees to execute after the date of execution of this Trademark Assignment such additional documents as are necessary to continue, secure, defend, register and otherwise give full effect to and to perfect the rights of Assignee under this Trademark

Assignment in the trademark registrations identified in Schedule "A", together with all good will arising from the use and symbolized by such trademarks, including all documents necessary to record proper chain of title of ownership reflecting Assignee as the current record owner of the trademark registrations and to register in the name of Assignee the assignment of each of the trademark registrations identified in Schedule "A".

3. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue and to record the title of Assignee as owner of all right, title and interest in and to the trademark registrations identified in Schedule "A", together with all good will arising from the use of and symbolized by such trademarks.

IN WITNESS WHEREOF, QPF, Inc., has duly executed and delivered this Trademark Assignment on this 19th day of MARCH, 1999.

**QPF, INC.**

By:

George H. MacLean  
Signature

Name:

George H. MacLean  
Print Name

Title:


Vice President

ACKNOWLEDGEMENT

QPF, L.L.C. hereby acknowledges receipt of this assignment, for good and valuable consideration, of the trademark registrations identified in Schedule "A".

QPF, L.L.C.

By:

  
\_\_\_\_\_  
Signature

Name:

ROBERT A. DEA  
Print Name

Title:

PRESIDENT

STATE OF New Jersey )  
 )  
COUNTY OF Middlesex ) SS.

On the 19<sup>th</sup> day of March, 1999, before me personally came George H. MacLean, to me known, who, being by me duly sworn, did depose and say that he is Vice President of QPF, Inc., one of the corporations described in and which executed the foregoing instrument; and that he signed his name thereto by authority of the board of directors of said corporation.

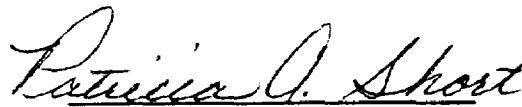


Notary Public

DENISE S. McCLYDE  
Notary Public, State of New Jersey  
No. 2172157  
Qualified in Somerset County  
Commission Expires Nov. 17, 1999

STATE OF Illinois )  
 )  
COUNTY OF Cook ) SS.

On the 6<sup>th</sup> day of May, 1999, before me personally came Robert A. Dea, to me known, who, being by me duly sworn, did depose and say that he is President of QPC, L.L.C, one of the corporations described in and which executed the foregoing instrument; and that he signed his name thereto by authority of the board of directors of said corporation.



Notary Public

