

09-22-2000

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FORM TTD-1594

(rev. 6-93)

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

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HEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

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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):

Ampco Manufacturing, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Glue Dots International, LLC

Internal Address: _____

Street Address: 5575 South Westridge Drive

City: New Berlin State: WI Zip: 53151

- Individual(s) citizenship _____
- Association _____
- General Partnership
- Limited Partnership
- Corporation
- Limited Liability Company - State of Wisconsin

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

3. Nature of conveyance:

- Assignment
- Change of Name
- Merger
- Security Agreement

Other _____

Execution Date: July 18, 2000

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

A. Trademark Application No.(s)

75/656,016

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Daniel E. Kattman, Esq.

Street Address: Reinhart, Boerner, Van Deuren

Norris & Rieselbach, s.c.

1000 North Water Street

Milwaukee, WI 53202-3186

Internal Address: Suite 2100

City: Milwaukee State: WI Zip: 53202-3186

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
- Any Deficiencies in Enclosed Fee should be charged to our Deposit Account.

8. Deposit account number:

18-0882

(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.

Daniel E. Kattman
Name of Person Signing

Signature

August 31, 2000
Date

Total number of pages including cover sheet, attachments, and document: [2]

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

652245

TRADEMARK
REEL: 002143 FRAME: 0513

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, effective as of the 18 day of July, 2000, is between AMPCO MANUFACTURING, INC. ("Assignor"), a corporation of the State of Illinois in the United States, having its principal office and place of business at 768 Birginal Drive, Bensenville, Illinois 60106, and GLUE DOTS INTERNATIONAL, LLC ("Assignee"), a limited liability company of the State of Wisconsin, having its principal place of business at 5575 South Westridge Drive, New Berlin, Wisconsin 53215.

Assignor is the owner of all right, title and interest in and to the application for United States Trademark Serial No. 75-656,016 for the GLUE DOTS (& design) trademark, and the common law rights and other rights related to the GLUE DOTS (& design) trademark (collectively, "GLUE DOTS"). Assignor desires to assign all its right, title and interest in GLUE DOTS to Assignee and Assignee desires to accept such assignment.

In consideration of the recitals and mutual agreements that follow and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignee and Assignor agree as follows:

Assignor assigns and contributes to Assignee all of Assignor's right, title and interest worldwide in and to GLUE DOTS, along with all of the goodwill associated with such trademark. Assignor further assigns and contributes to the Assignee any causes of action for infringement of GLUE DOTS that may have accrued prior to the execution date of this Agreement.

Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's reasonable request and expense, such assistance including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required: in the maintenance of any registration of the intellectual property assigned pursuant to this Assignment; in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the intellectual property assigned pursuant to this Assignment; and in the implementation or perfection of this Assignment.

The parties accept the terms and conditions of this Trademark Assignment, as evidenced by the signatures below.

AMPCO MANUFACTURING, INC.

BY [Signature]
Its Pres.

GLUE DOTS INTERNATIONAL, LLC

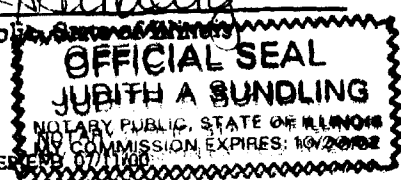
BY _____
Its _____

Subscribed and sworn to before me
this 18th day of July, 2000.

Subscribed and sworn to before me
this _____ day of July, 2000.

[Signature]
Notary Public, State of Illinois

Notary Public, State of Wisconsin



MW635112JER