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10-13-2000



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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):
Andrews Sales Co., Inc.

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

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

2. Name and address of receiving party(ies):
Name: La-Co Industries, Inc.
Internal Address: _____
Street Address: 1201 Pratt Boulevard
City: Elk Grove Village State: Illinois Zip: 6007-5746

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

If assignee is not domiciled in the United States, a domestic representative designated is attached: Yes No
 (Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Name of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: August 25, 2000

Handwritten: MED 9-27-00

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s)
 1,933,226 - "PIPE DREAM" - Registered November 7, 1995
 2,323,471 - "TRADES-MARKER" - Registered February 29, 2000

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Daniel N. Christus, Esq.
 Internal Address: Wallenstein & Wagner, Ltd.
 Street Address: 311 South Wacker Drive, 53rd Floor
 Chicago, IL 60606-6622

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$80
 Enclosed
 Authorized to be charged to deposit account if deficient

8. Deposit account number:
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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 N. Christus *Daniel N. Christus* September 25, 2000
 Name of Person Signing Signature Date

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

ASSIGNMENT OF TRADEMARKS,
UNITED STATES REGISTRATIONS THEREOF,
and COMMON LAW TRADEMARKS

WHEREAS, ANDREW SALES CO., INC., a corporation organized and existing under the laws of the State of Washington, having a place of business at 3315 NE 112th Avenue, Suite 3, Vancouver, Washington 98682 ("ASSIGNOR"), acquired, adopted, and used continuously, and thereby owns, all rights, title, and interests in and to the trademarks (the "Marks"), and the United States registrations thereof (the "Registrations"), identified in Exhibit A attached hereto and by this reference incorporate herein, and the common law trademarks (the "Common Law Marks"), including, but not limited to, the common law trademarks identified in Exhibit B attached hereto and by this reference incorporated herein, along with the goodwill of the businesses appurtenant to said Marks and Common Law Marks; and

WHEREAS, pursuant to that certain agreement entitled, "Asset Purchase Agreement," entered into by and between ASSIGNOR and LA-CO INDUSTRIES, INC., a corporation organized and existing under the laws of the State of Illinois, having a principal place of business at 1201 Pratt Boulevard, Elk Grove Village, Illinois 60007-5746 ("ASSIGNEE") on August 21, 2000, ASSIGNOR has agreed to assign to ASSIGNEE its entire rights, title, and interests in and to the Marks, Registrations, and Common Law Marks, and the goodwill appurtenant thereto; and

WHEREAS, in order to effectuate ASSIGNOR's assignment of its entire rights, title, and interests in and to the Marks, Registrations, and Common Law Marks, and the goodwill appurtenant thereto, to ASSIGNEE, as required by said Asset Purchase Agreement, ASSIGNOR is executing this instrument of assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, convey, and transfer to ASSIGNEE, its successors, assigns, and legal representatives, its full and entire rights, title, and interests in and to the Marks, Registrations, and Common Law Marks identified in Exhibit A, and the attendant goodwill symbolized by the Marks, Registrations, and Common Law Marks, the same to vest in ASSIGNEE, including, without limitation, the ownership of all causes of action for, and claims for damages by reason of, the infringement of the Marks, Registrations, and Common Law Marks or any of them, which actions and claims arose prior to the date of execution hereof.

ASSIGNOR hereby represents and warrants that, except as it may have otherwise disclosed to ASSIGNEE: (i) it is the sole owner of the Marks, Registrations, and Common Law Marks, and the goodwill associated therewith; (ii) the Registrations thereof were not obtained fraudulently or contrary to any provision of the trademark laws of the United States; (iii) the Registrations thereof are not the subject of any cancellation proceedings in the United States Patent or Trademark Office; (iv) it has granted no licenses to any other party to use the Marks, Registrations, or Common Law Marks in the United States; (v) it is not aware of any third party who has asserted a claim of any

ownership right, title, or interest in the Marks, Registrations, or Common Law Marks, or any other rights or interests therein which are adverse to those of ASSIGNOR; and (vi) it is not a party to any prior agreement, nor has it made any informal commitment or reached any understanding, with any other person or legal entity relating to the Marks, Registrations, or Common Law Marks that would be breached or otherwise violated by the foregoing assignment of the Marks, Registrations, and Common Law Marks. In this connection, ASSIGNOR states that it makes no other representations or warranties whatsoever, expressed or implied, except as specifically set forth hereinabove or as set forth in the Asset Purchase Agreement.

ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment in the United States Patent and Trademark Office so as to establish ASSIGNEE as owner of record of the Marks and Registrations in the United States.


ASSIGNOR further agrees, at the request of ASSIGNEE and without charge or cost to ASSIGNEE, to: (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment; and (ii) fully cooperate with ASSIGNEE, as reasonably required, to enable ASSIGNEE to duly record this instrument of assignment with the United States Patent and Trademark Office so that ASSIGNEE's ownership of the Marks and Registrations is duly made of record in the United States.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed on the date indicated below.

ANDREW SALES CO., INC. ("ASSIGNOR")

Dated: August 25, 2000

By:


Name: *Joseph F. Andrews*
Title: *President*

SCHEDULE A

Registered United States Trademarks

| Mark | Owner | Filing Date /Registration Date | Serial No./ Reg. No. | Status |
|---------------|------------------------|---------------------------------------|-----------------------------|---------------|
| TRADES-MARKER | Andrew Sales Co., Inc. | 2-29-00 | 2323471 | Registered |
| PIPE DREAM | Andrew Sales Co., Inc. | 11-7-95 | 1933226 | Registered |

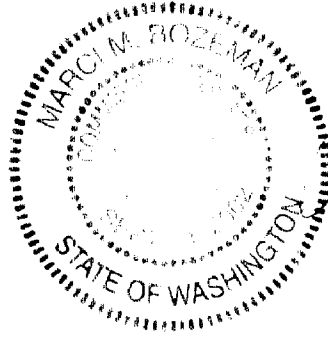
SCHEDULE B

| Common Law Trademarks | |
|------------------------------|------------------------|
| Mark | Owner |
| YELLOWSTONE | Andrew Sales Co., Inc. |
| RED-RITER | Andrew Sales Co., Inc. |
| SILVER-STREAK | Andrew Sales Co., Inc. |

State of Washington)
) SS
County of Clark)

On this 25th day of August, 2000, before me, Marcia Bozeman, the undersigned Notary Public, personally appeared Joseph E. Andrews personally known to me OR

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Marcia Bozeman
Notary's Signature