

12-06-2000



101540725

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 11-16-00

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 Effective Date
Month Day Year
09 12 00

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
09 12 00

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual General Partnership Limited Partnership 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.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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 (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. 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

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2394472"/>	<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.

Mindy Ellis Schwartz
Name of Person Signing


Signature

November 15, 2000
Date Signed

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") made and entered into this 12th day of September, 2000, by CargoPro Inc., a Michigan corporation ("Assignor"), in favor of Durakon Acquisition Corp., a Michigan corporation ("Assignee"),

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to the trademark shown in Schedule A (the "Trademark");

WHEREAS, Assignor is a subsidiary of CargoPro Inc. (Canada), an Ontario corporation ("Parent"), and simultaneously herewith, pursuant to an asset purchase transaction, certain assets of Parent are being purchased by Assignee;

WHEREAS, in order to induce Assignee to enter into the asset purchase transaction to purchase certain assets of Parent, Assignor desires to transfer the Trademark to Assignee pursuant to this Assignment; and

WHEREAS, Assignee desires to obtain from Assignor the entire right, title and interest in and to the Trademark.

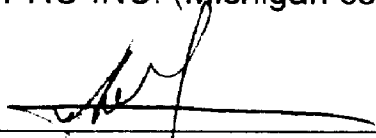
NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor hereby agrees as follows:

1. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trademark, together with the goodwill of the business which is symbolized by the Trademark and the right to sue and recover any damages and profits and all other remedies for past and future infringements thereof;
2. Assignor shall cooperate with Assignee in any action required to be taken to fulfill Assignor's obligations hereunder, including, without limitation, the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions which Assignee reasonably requests from time to time to effectuate the purposes and intent of the transaction provided for herein and otherwise to consolidate, vest and record in Assignee, full and complete ownership of the Trademark;
3. Assignor represents and warrants that the right, title, and interest herein conveyed by Assignor, to the best of its knowledge, are free and clear of any incumbrance, and that Assignor has full right to convey the same as herein expressed;
4. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns; and

5. This Assignment contains the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merge and supersede all prior and contemporaneous discussions, agreements and understandings of every nature between the parties hereto relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties hereto.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above-written.

CARGOPRO INC. (Michigan corporation)

By: 
Name: JOHN ORGAN
Title: President

SCHEDULE A

Trademark

CARGO DRAWER

U.S. Serial No.
75/794,801

A-1

CANADA

PROVINCE OF ONTARIO

COUNTY OF MIDDLESEX

On this 12th day of September, 2000 before me personally appeared John B. Organ of CargoPro Inc., a Michigan corporation, to me known to be the person named in and who executed the above instrument, and who acknowledged to me that he executed the same for the uses and purposes therein set forth.



THOMAS MICHAEL CONWAY, Notary Public
in and for the Province of Ontario.

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PHLEGAL: #955672 v2 (kh#g02' WPD)

RECORDED: 11/15/2000

TRADEMARK
REEL: 002188 FRAME: 0769