

06-08-2001



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

RM Engineered Products, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: May 31, 2001

2. Name and address of receiving party(ies)

Name: Custom Fabricated Products, LLC Internal Address: Jamie Fiddie

Street Address: 948 Fishburne Road City: Pinopolis State: SC Zip: 29469

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other Limited Liability Company - SC

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

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

A. Trademark Application No.(s)

72187331 (serial Number)

B. Trademark Registration No.(s)

0799372

Additional number(s) attached Yes No

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

Name: Custom Fabricated Products, LLC

Internal Address: Jamie Fiddie

Street Address: 948 Fishburne Road

City: Pinopolis State: SC Zip: 29469

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

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.

Name of Person Signing

JAMIE FIDDIE Signature

Date

5/31/01

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

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

06/07/2001 6TON11 00000103 72187331

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## ASSIGNMENT OF TRADEMARK

This ASSIGNMENT OF TRADEMARK (this "Assignment") is made and entered into this 31 day of May, 2001 by M-TEC CORPORATION, a Delaware corporation and its wholly owned subsidiary, RM ENGINEERED PRODUCTS, INC., a Delaware corporation (collectively, the "Seller") for the benefit of CUSTOM FABRICATED PRODUCTS, LLC, a South Carolina limited liability company (the "Purchaser").

WHEREAS, Purchaser desires to obtain from Seller its entire right to the **Word Mark ABLATAPE**, identified by **Serial Number 72187331 and Registration Number 0799372** in the United States Patent and Trademark Office (the "Trademark") and all rights thereto in the United States of America and all countries throughout the entire World, their respective possessions and territories (collectively, hereinafter referred to as "Territory"), and in any and all other rights which may be granted within the Territory.

WHEREAS, Raybestos-Manhattan, Inc., a New Jersey corporation, filed the trademark application for the Trademark with the United States Patent and Trademark Office (the "Trademark Office") on February 24, 1964 and the Trademark was registered on November 30, 1965; and

WHEREAS, Raybestos-Manhattan, Inc., a New Jersey corporation, merged into R-M, Inc., a Connecticut corporation and changed its name to Raybestos-Manhattan, Inc., a Connecticut corporation, and notification of such merger and name change was recorded on August 19, 1977 in the Trademark Office; and

WHEREAS, Raybestos-Manhattan, Inc., a Connecticut corporation, assigned its entire interest and goodwill in the Trademark to RM Industrial Products Company, Inc., a South Carolina corporation and such assignment was signed on June 28, 1982 and recorded on September 2, 1982 in the Trademark Office; and

WHEREAS, RM Industrial Products Company, Inc., a South Carolina corporation, changed its name to RM Engineered Products, Inc., a South Carolina corporation, and notification of such name change was recorded on March 25, 1991 in the Trademark Office; and

WHEREAS, RM Engineered Products, Inc., a South Carolina corporation, assigned its entire interest and goodwill in the Trademark to RM Engineered Products, Inc., a Delaware corporation and such assignment was signed on October 10, 1995 and recorded on April 23, 1996 in the Trademark Office.

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

1. Seller does hereby sell, assign, transfer and set over to Purchaser its entire right, title, and interest in and to the Trademark and all registrations and applications pertaining thereto in the Territory, including any renewals and extensions of the registration that are or may be secured under the laws of the Territory, now or hereafter in effect; and all rights of priority thereto pursuant to the International Convention for the Protection of Industrial Property. Such assignment of the Trademark by Seller is for Purchaser's own use and enjoyment and for the use and enjoyment of Purchaser's successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Seller 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 Trademark, with the right to sue for and collect the same for such improper uses.

2. Seller requests the Commissioner of Patents and Trademarks of the United States or, in the case of the countries outside of the United States, the analogous individual or agency responsible for trademarks, service marks, trade names and assumed names, to record Purchaser as owner of the Trademark, including any variations thereof, for the sole use and enjoyment of Purchaser, its successors, assigns or other legal representatives.

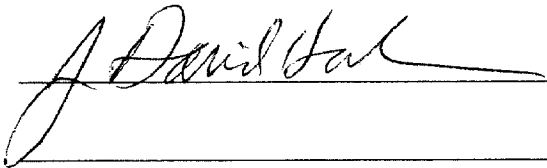
3. Seller agrees to cooperate with Purchaser such that Purchaser may enjoy to the fullest extent the rights conveyed hereunder. Such duty includes prompt execution of all papers that are deemed necessary or desirable by Purchaser to perfect in Purchaser the conveyed rights or in order to consummate more effectively the transaction contemplated hereby.

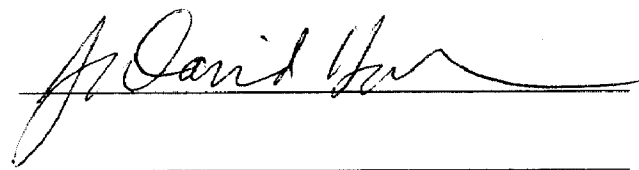
4. The terms, covenants, and conditions of this Assignment shall inure to the benefit of Purchaser, its successors, assigns and/or other legal representatives, and shall be binding on the Seller, its successors, and assigns and/or other legal representatives.

5. Seller warrants that it has not entered into any assignment, contract, or undertaking in conflict herewith.

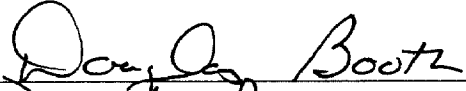
IN WITNESS WHEREOF, Seller has caused this Assignment to be signed and executed by its duly authorized representative, as of the date indicated above.

WITNESSES


  
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M-TEC CORPORATION

  
By: Douglas Booth  
Its: President

RM ENGINEERED PRODUCTS, INC., a  
Delaware corporation

  
By: Douglas Booth  
Its: President

STATE OF SOUTH CAROLINA

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ACKNOWLEDGMENT

COUNTY OF CHARLESTON

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I, Theresa Coll-Callaghan, the undersigned Notary Public, do hereby certify that M-Tec Corporation, by Douglas Booth its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 31st day of May, 2001.

Theresa Coll-Callaghan  
Notary Public for South Carolina  
My Commission Expires: 3-6-2010

STATE OF SOUTH CAROLINA

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ACKNOWLEDGMENT

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COUNTY OF CHARLESTON

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I, Theresa Coll-Gallagher, the undersigned Notary Public, do hereby certify that RM Engineered Products, Inc., by Douglas Booth, its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 31<sup>st</sup> day of May, 2001.

Theresa Coll-Gallagher

Notary Public for South Carolina

My Commission Expires: 3-6-2010