

07-31-2001

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
M&G 7297.398US01



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101793120

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

<p>1. Name of conveying party(ies):</p> <p>Ross Belton Shuttleworth 7-240)</p> <p><input checked="" type="checkbox"/> Individuals <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State of <input type="checkbox"/> Other: _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Shuttleworth Exhaust Systems Inc. 177 White Oak Road London, Ontario CANADA N6E 2Z9</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: _____</p> <p>Execution Date: <u>October 23, 1998</u></p>	<p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State of <input type="checkbox"/> Other: _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be separate document from Assignment)</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

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

A. Trademark Application No.(s)/ Mark(s)	B. Trademark Reg. No.(s)/Mark(s)
	1,463,896/TESSI

Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Linda M. Byrne Address: MERCHANT & GOULD P.C. P.O. Box 2910 Minneapolis, MN 55402-0910</p>	<p>6. Total number of applications and trademarks involved: 1</p> <p>7. Total fee (37 CFR 3.41): \$40.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725</p>
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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.

Linda M. Byrne *Linda M Byrne* July 20, 2001
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 7

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner for Patents and Trademarks
Box Assignments
Washington, D.C. 20231

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TRADEMARK
REEL: 002337 FRAME: 0090

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Lubrizol Canada Limited Examiner: N/A
Registration No.: 1,463,896 Law Office No.: N/A
Registration Date: November 3, 1987 Docket: M&G 7297.398US01
Mark: TESSI

POWER OF ATTORNEY,
DESIGNATION OF DOMESTIC REPRESENTATIVE AND
CHANGE OF CORRESPONDENCE ADDRESS

Commissioner for Trademarks
ATTN: BOX NO FEE
2900 Crystal Drive
Arlington, VA 22202-3515

Dear Commissioner:

Please revoke any existing Powers of Attorney, if any, and appoint the following attorneys, and any other attorney at Merchant & Gould P.C., to prosecute the above U.S. registration and to transact all business in the U.S. Patent and Trademark Office in connection therewith:

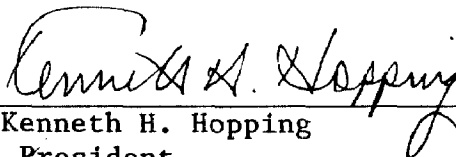
Linda M. Byrne, Reg. No. 32,404; John W. Albrecht, Reg. No. 40,481; Gregg I. Anderson, Reg. No. 28,828; Brian H. Batzli, Reg. No. 32,960; John L. Beard, Reg. No. 27,612; John A. Clifford, Reg. No. 30,247; Ronald A. Daignault, Reg. No. 25,968; Mark J. DiPietro, Reg. No. 28,707; Sandra Epp Ryan, 39,667; Kristina M. Foudray; Charles E. Golla, Reg. No. 26,896; Gregory C. Golla; John D. Gould, Reg. No. 18,223; Curtis B. Hamre, Reg. No. 29,165; Scott W. Johnston, Reg. No. 39,721; D. Randall King; Paul E. Lacy, Reg. No. 38,946; Anna W. Manville; John B. Phillips, Reg. No. 37,206; Melissa J. Pytel, Reg. No. 41,512; Brent E. Routman; Michael D. Schumann, Reg. No. 30,422; Gregory A. Sebald, Reg. No. 33,280; John R. Wahl, Reg. No. 33,044; Karrie G. Weaver, Reg. No. 43,245; and Paul A. Welter, Reg. No. 20,890.

The above firm is also hereby designated as Lubrizol Canada Limited's representative upon whom notice or process in proceedings affecting this mark may be served.

Please direct all correspondence in this registration to:

Linda M. Byrne
MERCHANT & GOULD P.C.
P.O. Box 2910
Minneapolis, MN 55402-0910

LUBRIZOL CANADA LIMITED



Date June 29, 2001

By: Kenneth H. Hopping
Title: President

TRANSFER AGREEMENT

This Transfer Agreement is made the 23rd day of October, 1998.

BETWEEN:

ROSS BELTON SHUTTLEWORTH, of the City
of London, in the County of Middlesex
(hereinafter called the "Transferor")

OF THE FIRST PART

- and -

SHUTTLEWORTH EXHAUST SYSTEMS INC.
(formerly 533116 ONTARIO LIMITED), a corporation
incorporated under the laws of the Province of Ontario, having
its registered office in the City of London, in the County
of Middlesex (hereinafter called the "Transferee")

OF THE SECOND PART

WHEREAS the Transferee has been permitted the exclusive worldwide use of the trademark "Tessi", and any associated or related trademarks, by the Transferor since on or before the 22nd day of December, 1993;

AND WHEREAS the Transferor has now agreed to grant, assign and convey to the Transferee all right, title and interest of the Transferor in and to the trademark "Tessi" and any associated or related trademarks;

NOW THEREFORE THIS AGREEMENT WITNESSETH that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The Transferor unconditionally and absolutely grants, assigns and conveys to the Transferee all right, title and interest of the Transferor in and to the trademark "Tessi", and any associated or related trademarks or other intellectual property rights therein, including all rights to sue for past, present and future infringements and all rights corresponding thereto throughout the world, including all divisions, continuations, renewals and extensions (collectively the "Intellectual Property Rights").
2. The Transferor represents and warrants to the Transferee that :
 - (a) he has all requisite power and authority to execute and deliver this Transfer Agreement;

- (b) he owns and has all necessary rights to the use and enjoyment of the Intellectual Property Rights transferred herein;
- (c) the Intellectual Property Rights transferred herein have not been adjudged invalid or unenforceable in whole or in part;
- (d) he has not granted any security interests and is not aware of any other adverse interests in the Intellectual Property Rights transferred herein; and
- (e) he has no knowledge, information or belief concerning any past or present infringement of the said Intellectual Property Rights transferred herein.

3. This Agreement shall be binding upon and shall enure to the benefit of the parties, their heirs, executors, administrators, successors and assigns.

4. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same agreement. Faxed copies of this Agreement bearing signatures of one or more of the parties shall be accepted as original signed copies and shall be binding upon the parties for whom they are purported to be signed.

DATED at London this 23rd day of October, 1998.

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF

[Handwritten signature]

[Handwritten signature]

ROSS BELTON SHUTTLEWORTH

SHUTTLEWORTH EXHAUST SYSTEMS
INC. (formerly 533116 ONTARIO LIMITED)

Per: *[Handwritten signature]*
GERALD B. SHUTTLEWORTH