

08-22-2001

IN THE UNITED STATES



MARK OFFICE

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101819506

Priority Docket No. 6757-500001



COVER SHEET FOR RECORDAL OF DOCUMENT (TRADEMARK)

Hon. Commissioner of Patents and Trademarks
Washington, D.C. 20231

Sir:

Pursuant to 37 C.F.R. 3.31, enclosed herewith is a document for recordal in this case. The following information is provided:

(1) **Name Of Party Conveying The Interest:**

08/17/01

AALT, Inc. formerly known as Custom Form Manufacturing, Inc.

(2) **Name And Address Of Party Receiving The Interest:**

PENDA CORPORATION
2344 West Wisconsin Street
P.O. Box 449
Portage, WI 53901

(3) **Description Of The Transaction To Be Recorded:**

Assignment License
 Change of Name Other _____

(4) **Application(s) and/or Patent(s) Against Which Enclosure Is To Be Recorded:**

Serial Number
 Application being filed concurrently herewith.
 Registration Number 2,082,743

(5) **Name And Address Of The Party To Whom Correspondence Concerning The Request To Record Should Be Mailed:**

H. Keith Miller, Esq.
Harness, Dickey & Pierce, P.L.C.
P.O. Box 828
Bloomfield Hills, MI 48303

08/21/2001 GTDN11 00000274 2082743
01 FC:481 40.00 DP

(6) **Number Of Applications and/or Trademark Registrations Identified In The Cover Sheet And Total Recordal Fee:**

Number of Applications/Trademark Registrations: 1

Total Recordal Fee Enclosed: \$40.00

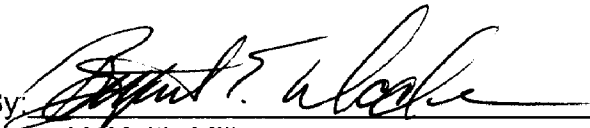
(7) **Date(s) The Document Was Executed:** May 15, 2001

To the best of my knowledge and belief, the foregoing information is true and correct, and if the attached is not an original document, the undersigned verifies that it is a true copy of the original.

If, for some reason, Applicant(s) has/have not paid a sufficient fee, please charge our Deposit Account No. 08-0750 for any further fees which may be due. A duplicate copy of this document is enclosed.

Respectfully submitted,

Date: August 14, 2001

By: 

H. Keith Miller
Reg. No. 22,484
Bryant E. Wade
Reg. No. 40,344
Attorneys for Applicant(s)

HKM/BEW/vlw

Joseph D. Barber 5-15-01
Assignor/Date

TRADEMARK ASSIGNMENT

Florida

Justin D. ... 5/15/01
Assignee/Date

WHEREAS, AALT, Inc., formerly known as Custom Form Manufacturing, Inc., a corporation of the State of Indiana having a principle place of business at 2100 Industrial Parkway, Elkhart, Indiana 46516 (hereinafter referred to as "Assignor") and Penda Corporation, a corporation of the State of Wisconsin having a principle place of business at 2344 West Wisconsin Street, P.O. Box 449, Portage, Wisconsin 53901-0449 (hereinafter referred to "Assignee") have entered into an Asset Purchase Agreement dated October 12, 1998 for the purchase and sale of certain assets of the Assignor to Assignee; and

WHEREAS, Assignor wishes to assign all of its rights, title and interest relating to certain of its intellectual property to Assignor, and Assignor is desirous of acquiring an interest therein;

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. This Agreement is executed and delivered pursuant to the Purchase Agreement and is subject to the terms and conditions thereof. Unless defined herein, any terms defined in the Purchase Agreement and used herein shall have the meanings ascribed to them in the Purchase Agreement.

2. Assignor hereby sells, assigns, and transfers to Assignee, and its successors in interest, the full and exclusive right in the United States of America and all foreign countries, to the trademarks and all of the goodwill of the business of Assignor symbolized thereby, in the trademark registration and application listed below (the "Trademarks"), said Trademarks to be held and enjoyed by Assignee to the full end of the term for which said trademark registrations are granted and any extensions thereof as fully and entirely as the same would have been held by Assignor had this Assignment and sale not been made and further including the right to enforce said Trademarks for past infringement or otherwise:

- a. U.S. Registration No. 2,082,743 for "CUSTOM FORM"; and
- b. U.S. Trademark Application Serial No. 75/229,935 for "CUSTOM FORM".

3. Assignor hereby covenants and agrees to execute all instruments or documents required or requested for the making and prosecution of applications for trademark registration in the United States of America and all foreign countries on, for litigation regarding, or for the purpose of protecting title to said trademarks for the benefit of Assignee without further or other compensation than that as set forth herein.

4. This Agreement shall be construed and interpreted in accordance with the laws of the State of Indiana, without regard to applicable conflicts of laws provisions. For the convenience of the parties, this Agreement may be executed in several counterparts,

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FAX NO. 6087429412

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each of which when so executed shall be, and be deemed to be, an original instrument and such counterparts together shall constitute one and the same instrument. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the successors and assigns of the parties hereto.

IN WITNESS WHEREOF each of the parties has executed this Agreement as of the date(s) indicated below.

AALT, INC.

Date: 2-17-99

Jack G. Barben
Jack G. Barben
President

State of Indiana)
County of Elkhart) ss.

On this 17th day of February, 19 99, before me personally appeared the foregoing individuals, who executed the foregoing instrument and who acknowledged to me that they executed the same of their own free will for the purpose therein set forth.

Debra J. Smith
Notary Public,

(seal)

ELKHART County, State of INDIANA

My Commission Expires: Feb 12, 2000

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PENDA CORPORATION

Date: December 15, 1998

Jack L. Thompson
Jack L. Thompson
President and Chief Executive Officer

State of Wisconsin)
County of Columbia) ss.

On this 15th day of December, 1998, before me personally appeared the foregoing individuals, who executed the foregoing instrument and who acknowledged to me that they executed the same of their own free will for the purpose therein set forth.

Mary Ann Schmitz
Notary Public,

(seal)

Columbia County, State of Wisconsin
My Commission Expires: Nov. 24, 2002