

5-7-01 RIE

08-31-2001



Reference No. 30102/60006

101830408

To the Honorable Commissioner of Patents and Trademarks
thereof.

Attached original documents or copies

1. Name of conveying party(ies):

CLS Industries Incorporation

- Individuals
- General Partnership
- Corporation- Delaware
- Other _____

- Association
- Limited Partnership

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

2. Name and address of receiving party(ies):

Quin-T Corporation-New Hampshire
83 Manville Road
Tilton, New Hampshire 03276

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:

Yes No

(Designation must be a separate document from Assignment).

Additional name(s) & address(es) attached?

Yes No

3. Nature of Conveyance:

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

Execution Date: March 15, 1996

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,153,932

Additional numbers attached? Yes No

5. Mail correspondence to:

John B. Lungmus
MARSHALL, O'TOOLE, GERSTEIN,
MURRAY & BORUN
6300 Sears Tower -- 233 South Wacker Drive
Chicago, Illinois 60606
(312) 474-6300

6. Total number of applications and registrations involved: 1

7. Attached is a check in the amount of \$40 the total fee due pursuant to 37 C.F.R. §3.41.

8. Commissioner is hereby authorized to charge any deficiency in the amount enclosed or any additional fees which may be required under 37 C.F.R. §3.41, or credit any overpayment, to Deposit Account No. 13-2855. A copy of this Recordation Form Cover Sheet is enclosed.

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.

John B. Lungmus

Signature

5/3/01

Date

Total number of pages, including cover sheet: 5

312501

REGISTRATION 0000106 1.53932

48 40.00 OF

TRADEMARK ASSIGNMENT

Whereas, **CLS Industries Incorporated**, a corporation of the State of Delaware, having its principal office and place of business at 4699 Nautilus Court South, Suite 504, Boulder, Colorado 80301 (hereinafter "ASSIGNOR"), is owner of all right, title and interest in and to the trademarks listed on the attached Schedule; and any and all rights and privileges provided under the trademark and other laws of the United States, the individual states thereof and jurisdictions foreign thereto with respect to the foregoing; the GOODWILL of the business in which the marks are used; and any and all renewals thereof, together with the right to bring suit and collect for past infringements thereof (collectively, the "TRADEMARK RIGHTS") .

Quin-T Corporation—New Hampshire, a corporation of the State of Delaware, (hereinafter "ASSIGNEE"), having its principal office and place of business at 83 Manville Road, Tilton, New Hampshire 03276, is desirous of acquiring all right, title and interest in, to and under said aforementioned TRADEMARK RIGHTS.

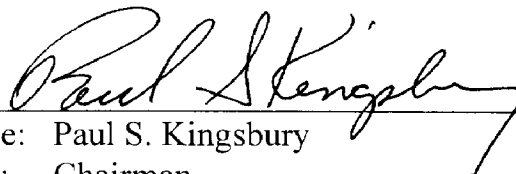
NOW, THEREFORE, in consideration of the payment of Ten Dollars and 00/100 (\$10.00), and other legally sufficient and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by ASSIGNOR, ASSIGNOR DOES HEREBY assign and transfer to ASSIGNEE all right, title and interest in and to the TRADEMARK RIGHTS, the same to be held and enjoyed by ASSIGNEE for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives; together with all claims by ASSIGNOR for damages by reason of past infringement of any of the TRADEMARK RIGHTS, with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives.

ASSIGNOR agrees that it will, by its officers, employees, legal representatives or other persons duly authorized, communicate to ASSIGNEE or the representatives thereof any facts known to it respecting said TRADEMARK RIGHTS, and will, upon request, testify in any legal proceedings, sign all lawful papers, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by ASSIGNEE or by counsel for ASSIGNEE, to vest in ASSIGNEE good, valid and marketable title to the TRADEMARK RIGHTS, and to otherwise assist or enable ASSIGNEE to obtain and enforce full benefits from the rights and interests herein assigned. ASSIGNOR additionally agrees to execute short form copies of this assignment or portions thereof regarding any or all of the aforementioned TRADEMARK RIGHTS, as required by ASSIGNEE in the future.


ASSIGNOR warrants that it is the sole and exclusive owner of the TRADEMARK RIGHTS listed on the attached schedule, and that the TRADEMARK RIGHTS are free of all liens, security interests, claims or other encumbrances.

IN WITNESS WHEREOF, **CLS INDUSTRIES INCORPORATED** has caused its name to be signed by its duly authorized representative and its corporate seal to be affixed hereto as of the 15th day of March, 1996.

CLS INDUSTRIES INCORPORATED

By: 
Name: Paul S. Kingsbury
Title: Chairman

ATTEST:


By: Hunter R. Glasscock
Its: Secretary

Trademark Schedule

<u>Trademark</u>	<u>Registration No.</u>	<u>Issue Date</u>
Quin-T (word mark)	1153932	5/12/81
QT (word mark)	1153931	5/12/81