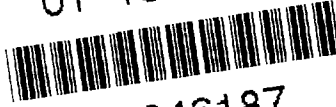


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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Littell International, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: Littell Acquisition Corporation Internal Address: Street Address: 145 N. Swift Road City: Addison State: IL Zip: 60101 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Illinois [] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [x] No (Designations must be a separate document from assignment!) Additional name(s) & address(es) attached? [] Yes [x] No

3. Nature of conveyance: [x] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: September 28, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) See attached Exhibit A Additional number(s) attached [x] Yes [] No

6. Total number of applications and registrations involved: 8

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Fred R. McMorris, Esq. Internal Address: Rooks, Pitts and Poust Suite 300 Street Address: 4200 Commerce Court City: Lisle State: IL Zip: 60532

7. Total fee (37 CFR 3.41).....\$215.00 [x] 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. Fred R. McMorris Name of Person Signing Signature October 18, 2001 Date Total number of pages including cover sheet, attachments, and document: 7

01/14/2002 BYRNE 0000645 1759034 40.00 OP 175.00 OP

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

EXHIBIT A

**LIST OF U.S. TRADEMARKS CONVEYED
FROM
LITTELL INTERNATIONAL, INC.
TO
LITTELL ACQUISITION CORPORATION**

MARK	REG. NO.	REG. DATE
Design (Lion & World)	1,759,034	3/16/93
LITTELL & Design (Rhombold over Circle)	606,372	5/24/55
Menusoft	1,369,929	11/12/85
Menusoft	1,371,099	11/19/85
SPECTAMAX	2,277,636	9/14/99
SPECTRA-FEED	2,154,825	5/5/98
Tiger (drawing)	2,148,789	4/7/98
VIL	1,775,627	6/8/93

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment") is made this 28 day of September, 2001 by **LITTELL INTERNATIONAL, INC.**, an Illinois corporation ("Grantor"), having a principal place of business at 145 North Swift Road, Addison, Illinois 60601, in favor of **LITTELL ACQUISITION CORP.**, an Illinois corporation ("LAC"), having a principal place of business at 145 North Swift Road, Addison, Illinois 60601.


For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, sells, assigns, transfers and conveys to LAC Grantor's entire right, title and interest in and to all of its registered and unregistered trademarks, trade names, corporate names, company names, business names, fictitious business names, domain names, trade styles, service marks, logos, designs and other source or business identities, all registrations and recordings thereof, and applications connected therewith in the United States and throughout the world, including, without limitation, the following: (a) those marks listed on Exhibit A, attached hereto and made a part hereof, (b) those marks containing the names "Littell", "Littell-VIL", and "VIL" and (c) those marks used by Grantor or any of its affiliates or related entities on or before the date of this Assignment, in connection with the business of Littell International, Inc., Littell-VIL and VIL or in association with the Equipment (as this term is defined in the Bill of Sale and Assignment and Assumption Agreement, dated September 28, 2001, by and between the Grantor and LAC); and (1) all renewals of any of the foregoing, all income, royalties and payments now or hereafter due and/or payable under the foregoing or with respect to any of the foregoing, including but not limited to, all rights to enforce or obtain injunctive relief for past, present or future infringements, and to damages or payments for any infringements of any of the foregoing occurring after the date of this Assignment, all rights corresponding to any of the foregoing throughout the work (all of the foregoing, collectively, the "Trademarks"), and (2) the goodwill of Grantor's business in connection with which the Trademarks are used and which are symbolized by the Trademarks.

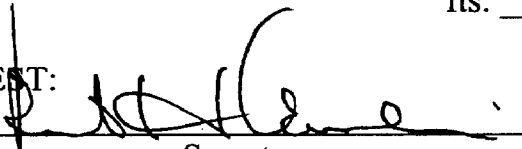
The parties further agree to the following:

1. The Grantor hereby represents and warrants to LAC, that Grantor is the absolute owner of the said Trademarks, that said Trademarks are free and clear of all liens, charges and encumbrances, and that Grantor has full right power and authority to grant, sell, assign, transfer and convey to LAC the entire right, title and interest in the Trademarks.
2. In the event a third party makes any type of claim to the right, title and interest in any Trademark, Grantor, irrevocably covenants, promises and agrees to indemnify and hold LAC harmless from and against any and all losses, claims, expenses, suits, damages, costs, demands or liabilities, joint or several, of whatever kind or nature which LAC, its officers, directors, employees, agents, successors or assigns, may become subject arising out of or relating in any way to the Trademarks, including, without limitation, in each case attorney's fees, costs and expenses actually incurred in defending against or enforcing any such losses, claims, expenses, suits, damages, liabilities or infringements


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

LITTELL INTERNATIONAL, INC., an Illinois corporation

By: 
Its: PRESIDENT

ATTEST:
By: 
Its: Secretary

LITTELL ACQUISITION CORP., an Illinois corporation

By: 
Its: PRESIDENT

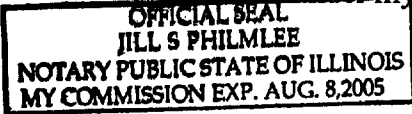
ATTEST:
By: 
Its: Secretary

ACKNOWLEDGMENT FOR LITTELL INTERNATIONAL, INC.

STATE OF ILLINOIS)
)
COUNTY OF DeKalb) ss.

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Sterling S. Stevenson, President of Littell International, Inc., an Illinois corporation, and Robert H. Lewinski, Secretary of the Corporation, personally known to me to the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that as such President and Secretary, they signed and delivered this said instrument and caused the corporate seal of said Corporation to be affixed thereto, pursuant to the authority, given by the Board of Directors of said Corporation as their free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28th day of September, 2001



Jill S. Philmlee
Notary Public

Commission Expires: 8/8/05

ACKNOWLEDGMENT FOR LITTELL ACQUISITION CORPORATION

STATE OF ILLINOIS)
)
COUNTY OF DeKalb) ss.

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Sterling S. Stevenson, President of Littell Acquisition Corporation, Inc., an Illinois corporation, and Fred R. McMorris, Secretary of the Corporation, personally known to me to the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that as such President and Secretary, they signed and delivered this said instrument and caused the corporate seal of said Corporation to be affixed thereto, pursuant to the authority, given by the Board of Directors of said Corporation as their free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28th day of September, 2001

Jill S. Philmlee
Notary Public

Commission Expires: 8/8/05



EXHIBIT A
TRADEMARKS

I. Registered Trademarks with the USPTO

MARK	REG. NO.	REG. DATE	NEXT DUE DATE	STATUS
LITTELL & Design (Rhombold over Circle)	606,372	5/24/55	5/24/2005	Renewed
VIL	1,775,627	6/8/93	6/8/2003 Renewal	Issued
SPECTRA-FEED	2,154,825	5/5/98	5/5/2004 Declared Use	Issued
SPECTAMAX	2,277,636	9/14/99	9/14/2005 Declared Use	Issued
Tiger (drawing)	2,148,789	4/7/98	4/7/2004 Declared Use	Issued
Menusoft	1,369,929	11/12/85	11/12/2005 Renewal	Issued
Menusoft	1,371,099	11/19/85	11/19/2005 Renewal	Issued

II. Foreign Trademarks

COUNTRY	MARK	REG. NO.	NEXT RENEWAL DATE	STATUS
Austria	LITTELL	128,981	Jan. 31, 2010	Renewed
Brazil	LITTELL	815,426,011	Feb 11, 2002	Issued*
Canada	LITTELL	1,083,625		Pending – application filed Nov. 21, 2000
Canada	LITTELL & DESIGN	1,083,624		Pending – application filed Nov. 21, 2000
China (PRC)	LITTELL	553,454	Renewal Filed on March 21, 2001	Issued
China (PRC)	LITTELL	577,341	Renewal Filed on July 11, 2001	Issued
Czech Rep	LITTELL	168,077	Dec. 5, 2009	Issued**
EU	LITTELL	141,184	April 1, 2006	Issued
EU	VIL	148,593	Expected Corrected Certificate	Pending reissue of a corrected certificate. Typo in the Dutch translation of goods & services.
Germany	LITTELL	1,165,256	Aug. 2, 2009	Renewed June 28, 1999
Greece	LITTELL	96,738	Dec. 7, 2009	Renewed
Hong Kong	LITTELL	91-968	Sept. 26, 2010	Renewed Sept. 20, 1996
Hungary	LITTELL	129,419	Dec. 1, 2009	Renewal filed Feb. 2, 2000; await correct renewal certificate
Indonesia	LITTELL	271,524		Renewal filed on July 23, 2001. Assignment from Verson International Group, plc in favor of Littell International, Inc. was filed on May 22, 2001
Italy	LITTELL	559,100	Aug. 8, 2009	Renewal Pending, filed July 15, 1999
Japan	LITTELL	2,398,585	April 30, 2002	Issued
Mexico	LITTELL	403,076	Sept. 28, 2010	Renewal Pending, filed on Nov. 13, 2000****
New Zealand	LITTELL	206,324	Nov. 19, 2011	Renewal Pending

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EXHIBIT A

TRADEMARKS

COUNTRY	MARK	REG. NO.	NEXT RENEWAL DATE	STATUS
Norway	LITTELL	146,942	Sept. 19, 2011	Renewed Jan 19, 2001
Poland	LITTELL	66,647-R	Nov. 20, 2009	Renewed Sept. 11, 2000
Romania	LITTELL	16,196	Dec. 7, 2009	Renewed Feb. 28, 2001
Russia	LITTELL	90,202	Dec. 5, 2009	Renewed
Singapore	LITTELL	89-6,036	Sept. 13, 2006	Renewed
Slovakia	LITTELL	168,077	Dec. 5, 2009	Issued***
South Africa	LITTELL	90-10,161	Nov. 19, 2010	Renewal Pending
South Korea	LITTELL	199,874	Sept. 4, 2010	Renewed Sept. 5, 2000
South Korea	LITTELL	12,437	Oct. 12, 2010	Renewed Aug. 23, 2000
Sweden	LITTELL	227,033	Oct. 11, 2011	Renewed Jan. 23, 2001
Switzerland	LITTELL	377,193	Aug. 16, 2009	Issued
Taiwan (ROC)	LITTELL	499,136	Sept. 15, 2010	Renewed Sept. 16, 2000
Thailand	LITTELL	Rnw 109,771	Sept. 5, 2009	Renewed March 10, 2000
Thailand	LITTELL	Rnw 106,455	Sept. 5, 2009	Renewed Jan. 31, 2000
Turkey	LITTELL	114,426	Sept. 13, 2009	Renewed Sept, 13, 1999

*Verson International Group, plc is indicated as owner of the mark. Ownership was conveyed Verson International Group, plc (n/k/a MetalTech International, plc) in favor Littell International by an executed Trademark Assignment. According to Diane Lidman, of Kegan & Kegan, she received confirmation from her Correspondent in Brazil the Trademark Assignment was received by Brazil; no filing date has been issued. On September 12, 2001, Ms. Lidman sent a letter to her correspondent in Brazil regarding the status of the filing (see attached) Filing date is still pending.

**Verson International Group, plc was indicated as the owner of recorder. Ownership was conveyed from Verson International Group, plc (n/k/a MetalTech International, plc) in favor of Littell International by an executed Agreement of Assignment of Rights to Trademark, which was recorded with the Czech Republic on September 4, 2001, according to Diane Lidman of Kegan & Kegan.

***Verson International Group, plc was indicated as the owner of record. Ownership was conveyed to Littell International, Inc. from Verson International Group, plc (n/k/a MetalTech International, plc) by Agreement of Assignment of Rights to Trademark, which was recorded with Slovakia on September 6, 2001, according to Diane Lidman of Kegan & Kegan.

****Filing of the Assignment from Verson International Group, plc to Littell International, Inc. with the Mexican Trademark Office is pending. Diane Lidman of Kegan & Kegan received fax confirmation from her correspondent on February 15, 2001, indicating the filing was accepted by the office, but gave no file date. On September 4, 2001, Ms. Lidman received a copy of a notice from the Mexican Trademark Office, verifying the receipt of the Assignment; the Office indicated the original Assignment was placement and requested a duplicate copy. Duplicate copy was sent to her Correspondent for re-submission on September 4, 2001.

III. Common-Law Trademarks

1. USA. Design (Lion & World). ®1,759,034, was canceled per request of Littell International, Inc.

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RECORDED: 10/19/2001

TRADEMARK
REEL: 002422 FRAME: 0884