



To the Honorable Commissioner of Pa:

101974169

attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Vista Products, Inc.</p> <p style="text-align: center; font-size: 2em;">1-28-02</p> <p>[] Individual [] Association [] General Partnership [] Limited Partnership [X] Corporation-State (Illinois) [] Other _____</p> <p>Additional name(s) of conveying party(ies) attached? [] Yes [X] No</p>	<p>2. Name and address of receiving party(ies) Name: NVMC, Inc. Internal Address: Street Address: Suite 300 2200 Devon Avenue Des Plaines, IL 60018</p> <p>[] Individual [] Association [] General Partnership [] Limited Partnership [X] Corporation-State (Illinois) [] Other _____</p>
<p>3. Nature of conveyance: [x] Assignment [] Merger [] Security Agreement [] Change of Name [] Other:</p> <p>Execution Date: Nov. 21, 2001</p>	<p>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 [X] No</p>

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is:

<p>A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s) 1,882,984 1,865,824</p> <p>Additional numbers attached? [] Yes [X] No</p>
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DECISION
JAN 28 2002

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Michael Ross Internal Address: PATZIK, FRANK & SAMOTNY LTD. Street Address: 150 South Wacker Dr., Suite 900 City: Chicago State: IL Zip: 60606</p>	<p>6. Total number of applications and registrations involved. <u>2</u></p> <p>7. Total fee (37 CFR 3.41) \$80.00 [X] Enclosed [] Authorized to be charged to deposit account</p> <p>8. Deposit account number: 50-1325 (Attach duplicate copy of this page if paying by deposit account)</p>
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DO NOT USE THIS SPACE

<p>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.</p> <p>Michael Ross Name of Person Signing</p>	<p>40.00 DP 25.00 DP</p> <p style="text-align: center;"></p> <p>Signature</p> <p>December 27, 2001 Date</p> <p>Total number of pages including cover sheet, attachments, and document: <u>3</u></p>
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Refund Ref: 02/05/2002 LHMUELLER 0000113962 CHECK Refund Total: \$15.00

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

TRADEMARK ASSIGNMENT

WHEREAS, VISTA PRODUCTS, INC., a corporation organized under the laws of the State of Illinois, with an office located at 2847 North Ballard Drive, Lake Forest, Illinois 60045 (hereinafter, "Assignor") owns certain trademarks, both registered in the United States Patent and Trademark Office and unregistered trademarks and trade names (hereinafter collectively referred to as the "Marks") as set forth on the attached Schedule A; and

WHEREAS, NVMC, Inc., an Illinois corporation, with an office located at 2200 Devon Avenue, Suite 300, Des Plaines, Illinois 60018 (hereinafter, "Assignee") wishes to acquire any and all rights that Assignor may have in and to the Marks and any registration therefor, together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks, along with the right to recover for damages and profits for past infringements thereof;

NOW, THEREFORE, for good and valuable consideration receipt of which is hereby acknowledged, Assignor does hereby assign, sell and transfer to Assignee all right, title and interest in and to the Marks and any registration therefor for the territory of the United States and throughout the world, together with the goodwill of the business in connection with which the Marks are used, and which is symbolized by the Marks, along with the right to recover for damages and profits for past infringements thereof.

Assignor represents and warrants to Assignee that Assignor has full right, title and interest to the Marks, the Marks are being assigned to Assignee free and clear of any liens, claims or encumbrances of any kind and, to Assignor's knowledge, the Marks do not infringe on the trademark or other rights of any third party.

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Marks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

November 21, 2001

VISTA PRODUCTS, INC.

By: _____

Its: _____

Vista Products / Pat O'Connell
President

SCHEDULE A

MARKS

INSIGHT, Reg. No. 1,882,984

VISTA, Reg. No. 1,865,824

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