

07-10-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

REI

1

102148808

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

Tab settings

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

1. Name of conveying party(ies): 07/08/02 Presti Rubber Products, 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: Robbins LLC Internal Address: Street Address: 3415 Thompson Street Muscle City: Shoals State: AL Zip: 35661 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [X] Other Limited Liability Company - AL 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 [] No

3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: June 28, 2002

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

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Denise Ceule Sommer, Esq. Internal Address: Baker, Donelson, Bearman & Caldwell Street Address: Commerce Center 211 Commerce Street Suite 1000 City: Nashville State: TN Zip: 37201

6. Total number of applications and registrations involved: 4 7. Total fee (37 CFR 3.41) \$ 115.00 [X] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: 08-1629

DO NOT USE THIS SPACE

9. Signature. Denise Ceule Sommer, Esq. Denise Ceule Sommer July 2, 2002 Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and document: 6

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

07/10/2002 6TON11 00000022 1421922

01 FC:481 40.00 OP 02 FC:482 75.00 OP

TRADEMARK REEL: 002540 FRAME: 0740

U.S. Trademark Registrations

Registration No.	Description	Issue Date	Active
<u>1,421,922</u>	SUPER-LOPE	12/23/86	Yes
<u>1,435,549</u>	SUPER-TUBE	4/7/87	No
<u>1,483,426</u>	THE SURE CURE	4/8/88	Yes
<u>1,585,655</u>	INNER-LOPE	3/6/90	Yes

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY is made as of the 28th day of June 2002, by PRESTI RUBBER PRODUCTS, INC., a Pennsylvania corporation ("Assignor"), to ROBBINS LLC, an Alabama limited liability company ("Assignee").

RECITAL

Assignor and Assignee are parties to an Asset Purchase Agreement of even date herewith (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Acquired Assets (as defined in the Agreement), including, without limitation, the patents and trademarks of Assignor as defined in the Agreement. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order more effectively to assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of Assignor's entire worldwide right, title and interest in, to and under Assignor's patents and trademarks and any applications for patents or trademarks, including, without limitation, the patents listed on Schedule A annexed hereto (the "Patents") and the trademarks listed on Schedule B annexed hereto (the "Trademarks").

Assignor hereby represents and warrants that it is the owner of the full right, title and interest in and to said Patents and Trademarks and prior to now has not assigned in whole or in part any of its right, title or interest in and to said Patents or Trademarks, whether domestic or foreign, to another.

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of Assignor's entire worldwide right, title and interest in, to and under the Patents and the Trademarks, together with the goodwill of the business associated with the Trademarks and which is symbolized thereby, all rights to enforce and defend any of the Patents and Trademarks, whether arising prior to or subsequent to the date of this Assignment of Intellectual Property, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Intellectual Property not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Intellectual Property shall be governed by and construed in accordance with the laws of the State of Alabama without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Intellectual Property as of the date first above written.

Presti Rubber Products, Inc.

By: *Bruce P. Robinson*

Title: *Vice-President*

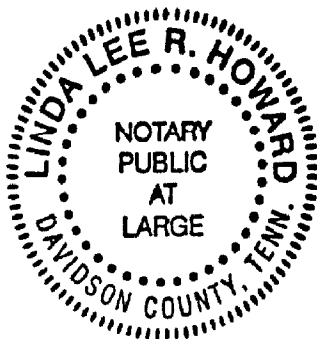
State of *Tennessee*

County of *Davidson*

On this *28th* day of *June*, 2002, before me, *Linda Lee Howard* personally appeared *Bruce P. Robinson, Vice-President* of Presti Rubber Products, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Linda Lee R. Howard
Notary Public



My Commission Expires NOV. 26, 2005

SCHEDULE A

U.S. Patents

Title	Patent No.	Issue Date
Apparatus for Tire Retreading	5,007,979	4/16/91
Sealing Rings For Use With Outer Curing Envelope During Tire Retreading	5,098,268	3/24/92
Retreading Wick And Method Of Manufacture	6,056,852	5/2/00
Inner Curing Envelope For Use in Retreading Tires	6,261,409	7/17/01
Sealing Ring and Rim Assembly For Use In Retreading Tires	6,406,282	6/18/02

SCHEDULE B

U.S. Trademark Registrations

Registration No.	Description	Issue Date	Active
<u>1,421,922</u>	SUPER-LOPE	12/23/86	Yes
<u>1,435,549</u>	SUPER-TUBE	4/7/87	No
<u>1,483,426</u>	THE SURE CURE	4/8/88	Yes
<u>1,585,655</u>	INNER-LOPE	3/6/90	Yes

Unregistered Marks

SURVIVOR

N JAL 390888 v3
823/22-00004 06/25/2002