

08-14-2002

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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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):  
API HEAT TRANSFER, INC.

- Individual(s)
- General Partnership
- Corporation-State
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: 7/31/02

2. Name and address of receiving party(ies)

Name: KETEMA, L.P.

Internal

Address: \_\_\_\_\_

Street Address: 2050 North Ruby

City: Melrose Park State: IL Zip: 60160

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other \_\_\_\_\_

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

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

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) 587,223

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Max Shaftal

Internal Address: PATZIK FRANK & SAMOTNY, LTD.

Street Address: 150 South Wacker Drive

Suite 900

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-1325

DO NOT USE THIS SPACE

9. Signature.

Max Shaftal

Name of Person Signing

Signature

Date

8/5/02

Total number of pages including cover sheet, attachments, and document:

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

08/13/2002 6TON11 00000174 587223

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40.00 OP

TRADEMARK  
REEL: 002562 FRAME: 0219

## TRADEMARK ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which is hereby acknowledged, API HEAT TRANSFER, INC., a New York corporation ("**ASSIGNOR**") hereby transfers, assigns, and conveys to KETEMA, L.P. a Delaware limited partnership, ("**ASSIGNEE**"), pursuant to the Asset Purchase Agreement dated July 31, 2002 between ASSIGNOR and ASSIGNEE along with API Heat Transfer Technologies Corporation, a Delaware corporation, 2300 West Marshall Drive, L.P., a Delaware limited partnership, and Autorad, Inc., an Illinois corporation, (the "**Agreement**"), ASSIGNOR's entire worldwide right, title and interest in and to the trademark registrations, trade names, service marks, logos and/or trademark applications, whether registered or at common law, included in the Purchased Assets as defined in the Agreement, including but not limited to the marks listed on Schedule A, attached hereto and made a part hereof, as well as the goodwill of the business associated with said marks; together with any and all renewals of the foregoing marks, if any; as well as all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; and any and all United States and/or foreign registrations which may issue on the same in the future.

ASSIGNOR agrees to perform all affirmative acts which may be necessary or desirable to perfect the above-described transfer of trademark rights or to maintain and/or renew said registrations before the appropriate United States or foreign trademark office, at ASSIGNEE's expense, as well as to cooperate with ASSIGNEE in obtaining and/or providing information required in any proceedings relating to said trademarks.

ASSIGNOR further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all additional trademark and service mark registrations or amended registrations that have been or may be granted upon any application or petition for same, to ASSIGNEE, its successors and/or assigns.

ASSIGNOR hereby grants to ASSIGNEE the authority and power to insert on this instrument any further identification, which may be necessary or desirable for purposes of recordation in the Trademark Offices of the United States and any and all foreign countries or any other appropriate agencies.





## SCHEDULE A

Registered Trademark, ACME (and Design), U.S. Registration No. 587,223 registered  
March 23, 1954.

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RECORDED: 08/12/2002

TRADEMARK  
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