

FORM PTO-1594 (Rev. 6-93) RECORDATION FORM COVER SHEET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

TRADEMARKS ONLY OMB No. 0651-0011 (exp. 4/94) Tab settings ⇄ ⇄ 7488

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

1. Name of conveying party(ies): HP Holding Corp. [] Limited Partnership [] Association [] General Partnership [] Individual(s) [X] Corporation-State of Delaware [] Other Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies) Name: HP Acquisition Corp. Internal Address: Street Address: 103 Springer Building 3411 Silverside Road City: Wilmington State: DE Zip: 19810 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [X] Corporation - Delaware [] 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 [X] No

3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: October 30, 2002

4. Application number(s) or patent number(s): A. Trademark Application No.(s) 76/068,745

B. Trademark Registration No.(s) 2,277,917 2,307,266 Additional numbers attached? [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Daniel E. Kattman, Esq. Internal Address: Suite 2100 Street Address: Reinhart Boerner Van Deuren s.c. 1000 North Water Street City: Milwaukee State: WI Zip: 53202-3186

6. Total number of applications and registrations involved: 3 7. Total fee (37 CFR 3.41): \$90.00 [] Enclosed [X] Authorized to be charged to deposit account [X] Any Deficiencies in Enclosed Fee should be charged to our Deposit Account. 8. Deposit account number: 18-0882 (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. Daniel E. Kattman Name of Person Signing Signature December 18, 2002 Date Total number of pages including cover sheet, attachments, and document: [2]

931371 Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK ASSIGNMENT

THIS TRADEMARK LICENSE AGREEMENT (the "Assignment") is entered into this 30th day of October, 2002 (the "Effective Date"), by and between HP Holding Corp., a Delaware corporation having offices at [address] ("Assignor"), and HP Acquisition Corporation, a Delaware corporation having offices at [address] ("Assignee").

RECITAL

A. WHEREAS, Assignor is the owner of the following federally registered and pending United States trademarks (collectively, the "Trademarks" and each individually, a "Trademark") in connection with the use, sale, marketing, distribution and advertising of the goods and services identified in each application or registration.

- HAVAR Serial No. 75/514,436; Registration No. 2,277,917
- HPM Serial No. 75/549,698; Registration No. 2,307,266
- HPM (& Design) Serial No. 76/068,745; Registration No. Pending

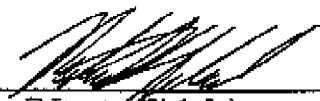
B. WHEREAS, Assignee desires by execution of this Assignment to obtain an assignment of all of Assignor's rights, title, and interest in and to the Trademarks for use in connection with the goods and services identified in the Trademarks; and Assignor desires by execution of this Assignment to grant an assignment of all of its rights, title, and interest in and to the Trademarks to Assignee.

AGREEMENT

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Trademarks, including without limitation to (i) all common law rights held by Assignor; (ii) all registrations and/or applications thereof; (iii) all proceeds thereof; (iv) the rights to sue for past, present and future infringements); and (v) all goodwill associated therewith.

Assignor hereby warrants and represents that Assignor is fully authorized to enter into this agreement and that no assignment, sale, license, agreement, security interest or other encumbrance has been or will be made or entered into which would conflict with or encumber this Assignment.

HP HOLDING CORP.

By: 
[Name, Title] *Michael H. ...*
PARSONS