

9/30/02

10-30-2002



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Docket No.:
02-122

102265572

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):

MGF Industries, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware Limited Liability Company

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: March 2002

2. Name and address of receiving party(ies):

Name: WireTech, Inc.

Internal Address: _____

Street Address: 6440 East Canning Street

City: Los Angeles County State: CA ZIP: 90040

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,225,568 2,222,637
2,284,640

Additional numbers Yes No

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

Name: Thomas C. Wettach

Internal Address: Cohen & Grigsby, P.C.

Street Address: 11 Stanwix Street, 15th Floor

City: Pittsburgh State: PA ZIP: 15222

6. Total number of applications and registrations involved:.....

3

7. Total fee (37 CFR 3.41):.....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

03-2026

10/29/2002 TDIAZ1 00000048 032026 2225568

DO NOT USE THIS SPACE

01 FC:4521 40.00 CH
02 FC:4522 50.00 CH

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.

John A. Monocello, III

Name of Person Signing

Signature

September 27, 2002

Date

4

Total number of pages including cover sheet, attachments, and

ja

ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Trademark Rights ("Trademark Assignment") is entered into as of 20th day of March 2002 by and between MGF Industries LLC, a Delaware limited liability company ("Assignor"), and WireTech, Inc, a Delaware corporation, 6440 East Canning Street, Commerce, Los Angeles County, California 90040 ("Assignee").

RECITALS

- A. Assignor is the owner of the trademarks and/or service marks specified in Schedule A attached hereto (collectively, "Trademarks");
- B. Assignee is acquiring the entire business or portion thereof to which the Trademarks pertain;
- C. Assignee is desirous of acquiring the entire and exclusive right, title and interest in and to the Trademarks; and
- D. Assignor is willing to assign to Assignee all rights, title and interest in and to the Trademarks.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Assignment.** Assignor hereby assigns to Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and the applications or registrations therefor as identified in Schedule A. This assignment includes the right to sue and recover damages for past and future infringements of Assignor's rights in the Trademarks and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition or other proceeding in connection with the Trademarks. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.
2. **Assignor's Covenant.** Assignor further agrees that it will execute, verify, acknowledge and deliver all such further papers, including any instruments of transfer and recordable assignments, and perform such other acts as Assignee lawfully may request from time to time, to perfect and vest title in the Trademarks in Assignee, or Assignee's successors and assigns.
3. **Governing Law.** This Trademark Assignment shall in all respects be construed in accordance with and governed by the laws of the State of California without giving effect to its conflict-of-laws principles.
4. **Successors and Assigns.** This Trademark Assignment shall be binding on,

and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

5. **Authority.** Each party represents that it has taken all necessary action to authorize the execution and delivery of this Trademark Assignment.

6. **Counterparts.** This Trademark Assignment may be executed in separate counterparts and by facsimile, each of which when so executed and delivered will be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the day and year first written above.

ASSIGNOR:

MGF INDUSTRIES, LLC,
a Delaware limited liability company

By: 
Name: William H. Hillpot
Title: President and CEO

ASSIGNEE:

WIRETECH, INC.,
a Delaware corporation

By: 
Name: William H. Hillpot
Title: President

**SCHEDULE A
TRADEMARKS**

<u>U.S. Trademark</u>	<u>Registration No.</u>	<u>Registered</u>
MGF INDUSTRIES, INC.	2,225,568	2/23/99
MGF INDUSTRIES, INC. and Design	2,284,640	10/12/99
Miscellaneous Design	2,222,637	2/9/99

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RECORDED: 09/30/2002

**TRADEMARK
REEL: 2606 FRAME: 0987**