

12-12-2002



102308856

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

1. Name of conveying party(ies):

The Shelburne Corporation

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State: Vermont
- Other:

MRD
12/9/02

3. Nature of conveyance:

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

Execution Date: November 25, 2002

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

Sportrack Accessories, Inc.
12900 Hall Road
Sterling Heights, MI 48313

- Individual(s) citizenship:
- Association:
- General Partnership:
- Limited Partnership:
- Corporation-State:
- Other: a corporation existing under the laws of Canada

If assignee is not domiciled in the United States, a domestic representative designation is attached:

- Yes No
- (Designations must be a separate document)
- 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)
C.

972,769

Additional numbers attached?

- Yes No

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

Michael B. Stewart
Rader, Fishman & Grauer
39533 Woodward Avenue
Suite 140
Bloomfield Hills, Michigan 48304
(248) 594-0600

6. Total number of applications and registrations involved: TWO (2)

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

Authorized to be charged to deposit account.

8. Deposit Account Number: 18-0013
(Attach duplicate copy of this page if using deposit account)

DO NOT USE THIS SPACE

12/11/2002 DBYRME 00000032 180013 972769

01 FC:8521 40.00 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.

Michael B. Stewart
Name

Michael B. Stewart
Signature

December 3, 2002
Date

Total number of pages comprising cover sheet 4

R0168560.DOC

NUNC PRO TUNC ASSIGNMENT OF INTELLECTUAL PROPERTY

THE SHELBURNE CORPORATION, a Vermont corporation, having its principal place of business at Route 7, Shelburne, Vermont 05482 (the "Assignor"), was and may be the owner of record of all or some of the Requisite Rights (as defined in the Asset Purchase Agreement, dated as of September 5, 2000, among Wiswall Hill Corporation ("Wiswall"), Barbara W. Snelling, and the Assignee).

SPORTTRACK ACCESSORIES, INC., a corporation existing under the laws of Canada, having a principal place of business at 12900 Hall Road, Sterling Heights, Michigan 48313 (the "Assignee"), was desirous of acquiring all of Wiswall's right, title and interest in and to the Requisite Rights, and all right, title and interest that Assignor may have transferred therein to Wiswall, together with any and all goodwill that is associated therewith.

The Assignor was the prior owner of all or some of the Requisite Rights, and transferred legal and equitable title thereto to Wiswall by documents dated and delivered on or about February 26, 1999. The Assignee has requested confirmation from Assignor of such transfer, and a release to Assignee of all right, title, interest, claim or demand of Assignor in and to the Requisite Rights, together with any and all goodwill that is associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged, the Assignor hereby confirms and agrees as follows:

1. The Assignor hereby assigns and transfers to the Assignee all of Assignor's right, title and interest, if any, in and to the Requisite Rights, including but not limited to, the trademarks and patents set forth on Schedule 3.1(i) hereto, together with all of the goodwill of the business associated the Requisite Rights and together with all claims that could have been asserted by the Assignor for damages by reason of past infringement by third parties of any of the Requisite Rights prior to the date hereof, with the same right to sue for, and collect the same for Assignee's own use and benefit of its successors, assignees and/or its other legal representatives.

2. This Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment of Intellectual Property as of the 25 day of November, 2002.

THE SHELburnE CORPORATION

By: Mark Snelling
Name: Mark Snelling
Title: President

STATE OF Vermont)
COUNTY OF Chittenden) ss.:

On the 25th day of November, 2002, before me personally came MARK Snelling who stated that he/she is the President of The Shelburne Corporation, a Vermont corporation, and he/she acknowledged that he/she executed the above instrument as the act of said corporation for the purpose therein set forth.

Jane M. Frenette
NOTARY PUBLIC

My commission expires:
02/10/03

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