

12-13-2002

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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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):

Manco Products, Inc. 12-9-02

- 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: November 26, 2002

2. Name and address of receiving party(ies)

Name: Arlington Capital, LLC

Internal

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

Street Address: 3010 Independence Drive

City: Fort Wayne State: IN

Zip: 46898-8360

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

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) 75-606562

B. Trademark Registration No.(s) See attached.

Additional number(s) attached  Yes  No

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

Name: Michael D. Story

Internal Address: Beckman Lawson

Street Address: 200 E. Main Street, Suite 800

City: Fort Wayne State: IN Zip: 46802

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

16

7. Total fee (37 CFR 3.41).....\$ 440.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(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.

Michael Dunstan Story  
Name of Person Signing

M. Dunstan Story  
Signature

12/4/02  
Date

Total number of pages including cover sheet, attachments, and document: 4

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

12/12/2002 JJALLAW2 00000021 75606562

01 FC:8521  
02 FC:8522

40.00 DP  
400.00 DP

**TRADEMARK**  
**REEL: 002632 FRAME: 0527**

ATTACHMENT  
4-B  
TRADEMARK REGISTRATION NUMBERS

75-240,063  
75-279,959  
75-251,445  
75-471,817  
73-470,639  
75-252,374  
75-471,415  
75-252,366  
75-242,019  
75-252,371  
75-252,367  
75-252,373  
75-583,900  
75-542,183  
75-606,563  
75-251,303

**ASSIGNMENT OF TRADEMARKS**

THIS ASSIGNMENT OF TRADEMARKS (the "Assignment"), effective as of November 26, 2002, is made and entered into by and between Manco Products, Inc., an Indiana corporation ("Assignor"), and Arlington Capital, LLC, an Indiana limited liability company ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement (as defined below).

**RECITALS**

WHEREAS, Assignee is purchasing certain assets of Assignor pursuant to that certain Asset Purchase Agreement, dated as of November 26, 2002 (the "Purchase Agreement"), by and between Assignor and Assignee;

WHEREAS, by Order dated November 26, 2002, the Bankruptcy Court authorized Assignor to consummate the transactions contemplated by the Purchase Agreement;

WHEREAS, Assignor has adopted, owns and is using the trademarks identified on Schedule A attached hereto (the "Trademarks"); and

WHEREAS, Assignor wishes to assign the Trademarks to Assignee and Assignee wishes to acquire the entire right, title and interest in and to the Trademarks.

**AGREEMENT**

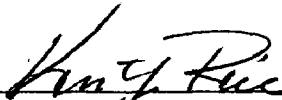
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby grants, assigns, sells, transfers, quitclaims, conveys, and sets over to Assignee, any and all of its right, title and interest in and to the Trademarks, the same to be held and enjoyed by Assignee, for its own use and enjoyment, to have and to hold, for the full duration of all such right, and for the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by the Assignor, if this assignment had not been made, together with that portion of the goodwill of Assignor's business associated with or symbolized by any of the Trademarks.

This assignment shall be governed by, and construed in accordance with, the laws of the State of Indiana, without regard to principles of conflict of laws thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first written above.

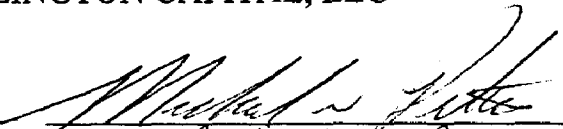
ASSIGNOR:

MANCO PRODUCTS, INC.

By:   
Name: KENT J. RICKE  
Title: PRESIDENT

ASSIGNEE:

ARLINGTON CAPITAL, LLC

By:   
Name: MICHAEL W. PETERS  
Title: OPERATIVE MEMBER