

12-27-2002

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Form PTO-1594

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Tab settings



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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): **Bernal International**

12-9-02

- Individual(s)
- General Partnership
- Corporation-State **Michigan**
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other **Corrective Document**
- Merger
- Change of Name

Execution Date: **December 7, 2002**

2. Name and address of receiving party(ies)

Name: **Bermaxx, LLC**

Internal Address:

Street Address: **2960 Technology Drive**

City: **Rochester Hills** State: **MI** Zip: **48309**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other **Limited Liability Company - Michigan**

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) **2,198,840**

Additional number(s) attached Yes No

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

Name: **David R. Haarz**

Internal Address: **Dickinson Wright, PLLC Suite 800**

Street Address: **1901 L Street, N.W.**

City: **Washington** State: **DC** Zip: **20036**

6. Total number of applications and registrations involved: **1**

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

- 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.

David R. Haarz

Name of Person Signing

David R. Haarz
Signature

December 9, 2002

Date

4

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

12/26/2002 DBYRNE 00000223 2198840

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

OFFICE OF PUBLIC RECORDS
2002 DEC 9 AM 11:51
FINANCE SECTION
TRADEMARK PROCESS

CORRECTIVE DOCUMENT

On March 15, 2000, a Nunc Pro Tunc Trademark Assignment was recorded at Reel 002033 Frame 0458 evidencing the transfer of a number of marks and United States Trademark Registrations from Bernal International, Inc. to Bermaxx, L.L.C. Included among the registrations transferred was:

Registration No. 2,198,840 issued October 20, 1998 for the mark ULTRA

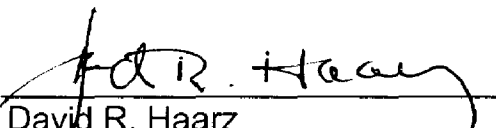
However, although the Trademark Assignment correctly listed the date of issue and the mark, it contained a typographical error and showed the registration number as 2,199,940. Since Registration No. 2,199,940, which issued October 27, 1998 and was owned by Motion Picture Laboratories, Inc., is for the mark BOULEVARD FILMS, it is clear that the attached Nunc Pro Tunc Trademark Assignment transferred U.S. Registration No. 2,198,840 not No. 2,199,940.

This Corrective Document is being filed to correct the records regarding said assignment of U.S. Registration No. 2,198,840.

Respectfully submitted,

Dated: December 7, 2002

By:



David R. Haarz
Attorney for Bernal, Inc.
DICKINSON, WRIGHT PLLC
Suite 800
1901 L Street NW
Washington, DC 20036
(202) 457-0160

Nunc Pro Tunc
TRADEMARK ASSIGNMENT

WHEREAS, Bernal International, Inc., a Michigan Corporation ("Bernal"), is the owner by assignment of the United States Trademark Registrations and Trademark Applications listed below:

| Trademark Number | Filing Date | Mark |
|-----------------------------|------------------------|-----------------|
| 376,077 | 11/23/90 | RP |
| 371,651 | 8/10/90 | BERNAL |
| 2,234,679 | 3/23/99 | ULTRA-ALLOY |
| 2,237,111 | 4/6/99 | ULTRA-RP |
| 2,155,498 | 5/5/98 | ULTRA-CLADDED |
| 2,198,834 | 10/20/98 | ULTRA-PUNCH |
| 2,237,110 | 4/6/99 | ULTRA-COMPOSITE |
| 2,155,497 | 5/5/98 | ULTRA-BEAM |
| 2,239,226 | 4/13/99 | ULTRA-PLATE |
| 2,186,408 | 9/1/98 | ULTRA-LIFE |
| 2,237,109 | 4/6/99 | ULTRA-LASER |
| 2,199,940 | 10/20/98 | ULTRA |

Trademark Applications

| Application Number | Filing Date | Mark Application |
|-------------------------------|------------------------|-------------------------|
| 75/124,957 | 6/25/96 | ULTRA-ARC |

AND, WHEREAS, Bemaxx, L.L.C., a Michigan limited liability company, and having its principal place of business at 2960 Technology Drive, Rochester Hills, Michigan 49309 ("Bemaxx"), is desirous of acquiring all right, title and interest in and to said trademark registrations and trademark applications.

NOW, THEREFORE, in consideration of One (\$1.00) Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, Bernal, by these presents, does hereby sell, assign and transfer unto Bemaxx and its assigns, for the territory of the United States of America and all foreign countries, the entire right, title and interest, including all priority rights under the International Convention associated with each country of the Union in and to said marks as described in said trademark registrations and trademark applications, and in and to all goodwill symbolized by said marks, and any Trademarks that may be granted in pursuance of said applications and any divisional, continuation or continuation-in part applications, thereof, and in and to any reissue of any such trademarks, and in and to any trademark applications which may be filed in countries foreign to the United States and any Trademarks granted thereon, and in and to all causes of action either in law or in equity, for all rights, recovery and damages for past, present and future infringement of any and all of said trademarks and trademark applications.

We further authorize Bernmaxx to apply for foreign trademarks on said marks in its own name or through its designees, including subsidiaries, related companies or assignees, under the International Convention or otherwise, and we further agree to execute all papers, including those required for the United States and foreign applications, and to perform such other and further acts as said corporation may deem necessary to secure to said corporation or its designees the rights herein assigned. This Assignment is effective December 22, 1999.

BERNAL INTERNATIONAL, INC..
A Michigan Corporation

By: [Signature]
Its: President & CEO

State of Michigan
County of Calhoun ss:

On this 17th day of January, 2000, before me a Notary Public, in and for said County, personally appeared Steve Lindman who executed the above instrument on behalf of Bernal International, Inc. and acknowledged the same to be his free act and deed.

[Faint notary seal text]

[Signature]
Notary Public Bethany F. Whalen
Lawrence, MI County, Michigan
My commission expires: 7/13/00