

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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):

Kwikee Products Company, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other Washington
- 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: 09/03/03

2. Name and address of receiving party(ies)

Name: VT Holdings II, Inc.

Internal

Address:

Street Address: 3993 Howard Hughes Pkway #100

City: Las Vegas State: NV Zip: 89109

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Nevada
- 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 No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2265493, 2032080,
1751180, 2089740, 1863637

Additional number(s) attached Yes No

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

Name: Robert L. Titley

Internal Address: Quarles & Brady LLP

Street Address: 411 East Wisconsin Avenue

City: Milwaukee State: WI Zip: 53202

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41): \$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

17-0055

DO NOT USE THIS SPACE

9. Signature.

Heather L. Cain

Name of Person Signing

Signature

September 29, 2003

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

CH \$140.00 170055 2265493

TRADEMARK ASSIGNMENT

WHEREAS, Kwihee Products Company, Inc., a Washington corporation (the "Assignor"), has adopted and used and is the sole and exclusive owner of certain trademarks including, but not limited to, the trademarks, service marks and trade names and applications and registrations therefore listed in the attached Schedule A, and of all of the goodwill of the business appurtenant thereto ("Trademarks");

WHEREAS, VT Holdings II, Inc., a Nevada corporation (the "Assignee"), is acquiring the Trademarks, together with all of the goodwill of the business associated with the Trademarks, from Assignor pursuant to the terms set forth in that certain Asset Purchase Agreement, dated September 3, 2003 (the "Agreement"); and

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of the amounts set forth in the Agreement, and other valuable and legally sufficient consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer unto the Assignee, the entire right, title and interest in and to the Trademarks, and in and to all of the goodwill of the business appurtenant thereto, together with all claims for damages by reason of infringement of same, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

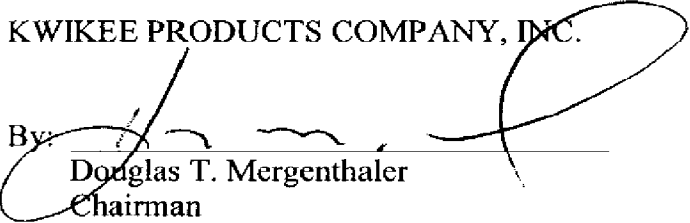
AND, the Assignor hereby requests the United States Commissioner of Patents and Trademarks (the "Commissioner"), as well as his or her foreign counterparts in the foreign jurisdictions which exercise authority over any of the Trademarks to record this Trademark Assignment. The Assignor hereby further requests the Commissioner and his or her foreign counterparts to issue any and all registrations resulting from applications among the Trademarks or derived therefrom to the Assignee as assignee of the entire interest.

AND, the Assignor, for itself and its successors and assigns, hereby covenants and agrees that at any time and from time to time forthwith upon the request of the Assignee, the Assignor will, at its expense, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, instruments, transfers and assurances as may be reasonably required by the Assignee in order to assign, transfer, set over and convey unto, and vest in, the Assignee, its respective successors and assigns, any or all of the Trademarks, and to put the Assignee in actual possession and operating control thereof, free and clear of all liens, to assist the Assignee in exercising all rights with respect thereto and to assure the Assignee of the full benefits thereof.

This Trademark Assignment shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Assignor and the Assignee. This Trademark Assignment shall not confer any rights or remedies upon any person other than the parties hereto, and their respective successors and assigns.

IN TESTIMONY WHEREOF, the Assignor has caused this Assignment to be executed by its duly authorized representative on September 3, 2003.

KWIKEE PRODUCTS COMPANY, INC.

By: 
Douglas T. Mergenthaler
Chairman

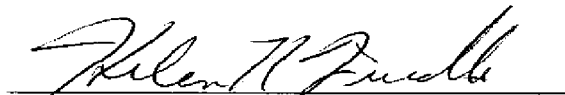
ATTEST:



CERTIFICATE OF ACKNOWLEDGEMENT

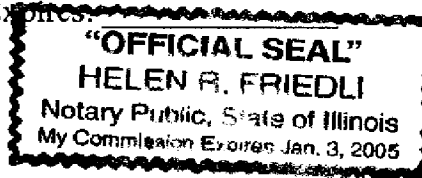
I, Helen R. Friedli, a Notary Public in and for Illinois do hereby certify that Douglas T. Mergenthaler, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a free act and deed on behalf of the identified corporation, Kwikkee Products Company, Inc., with authority to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 3rd day of September, 2003.



Notary Public

Commission Expires:



**SCHEDULE A
TO
TRADEMARK ASSIGNMENT**

MARK	REG. NO.	COUNTRY	FILING DATE	EXP. DATE	CLASS
BI-LEVEL	2,265,493	USA	7/8/97		IC7
KWIKEE	451,425	Canada	10/26/92		
KWIKEE	2,032,080	USA	2/12/96		IC12
LEVEL BEST	1,751,180	USA	3/16/92		IC12
SIDEWINDER	479,923	Canada	11/28/95		
SIDEWINDER	2,089,740	USA	8/22/95		IC12
SUPERSLIDE	1,863,637	USA	12/10/92		IC12