

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eclipse, Inc.		11/17/2003	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Eclipse Manufacturing Corporation		
Street Address:	19 Court Street, Suite 17R		
City:	Plymouth		
State/Country:	MASSACHUSETTS		
Postal Code:	02360		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	217622		
CORRESPONDENCE DATA			
Fax Number:	(248)641-0270		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2486411600		
Email:	docketingtm@hdp.com		
Correspondent Name:	Harness, Dickey & Pierce, P.L.C.		
Address Line 1:	P.O. Box 828		
Address Line 4:	Bloomfield Hills, MICHIGAN 48303		
ATTORNEY DOCKET NUMBER:	3122E-200001		
NAME OF SUBMITTER:	Lisa M. DuRoss		
Total Attachments: 2			
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CH \$40.00 217622

**BILL OF SALE WITH WARRANTY OF TITLE
AND ASSIGNMENT OF INTANGIBLES**

WHEREAS, **Eclipse, Inc.**, a Michigan corporation, ("Seller") is the owner of a certain business located at 8901 Whittaker Road, Ypsilanti, Michigan (the "Business"); and

WHEREAS, Seller on the 17th day of November, 2003, entered into an Asset Purchase Agreement (the "Agreement") to sell certain of the assets of the Business to **Eclipse Manufacturing Corporation**, a Massachusetts corporation (hereinafter "Purchaser");

NOW, THEREFORE:

Bill of Sale

1. In consideration of the faithful performance of the Agreement by Purchaser and the payment and delivery to Seller of all the moneys specified in the Agreement to be paid and delivered to Seller by Purchaser, receipt of which is acknowledged by Seller, Seller hereby sells, assigns, conveys, and transfers to Purchaser, all of Seller's right, title and interest in and to all of Seller's tangible and intangible properties and assets as fully set forth in Exhibit A to the Agreement, to have and to hold the same unto Purchaser.

Warranty of Title

2. Seller covenants and warrants that title to the property described in this Bill of Sale is clear and unencumbered, unless otherwise identified, that the Grantor has good right to sell the same as aforesaid, that Seller has the power and authority to transfer and assign same, and agrees to defend that title as vested, by reason of this sale, in Purchaser against any and all claims whatsoever.

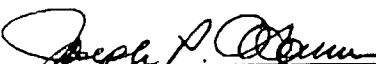
Further Acts

3. Seller hereby covenants that Seller will do such further acts and execute and deliver all such transfers, assignments, conveyances, powers of attorney, and assurances requested by Purchaser from time to time, for better conveying and confirming unto Purchaser the entire right, title, and interest of Seller in and to the assets hereby sold, conveyed, and assigned to Purchaser.

Executed on this 17th day of November, 2003, at Ypsilanti, Michigan.

Seller: **Eclipse, Inc.**

Purchaser: **Eclipse Manufacturing Corporation**

By: 
Joseph P. Connor
As: President

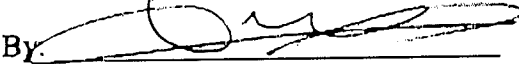
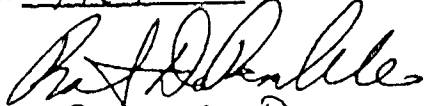
By: 
PATRICK DELUCA
As: PPA

ROBERT D. PEMBLE

EXHIBIT A**ASSET LISTING**

to the ASSET PURCHASE AGREEMENT (the "Agreement") entered into by and between Eclipse, Inc. and Eclipse ~~Products~~ Corporation.

MFG. *MD* *OC*

By this reference this exhibit is incorporated fully into the Agreement as if fully rewritten therein.

Assets:

1. All remaining inventory as fully set forth in a letter dated September 10, 2003, attached hereto and incorporated herein;
2. All intellectual property;
3. Goodwill;
4. Brand name "Eclipse";
5. All logos and artwork of the company;
6. Trademark "Eclipse" as registered with the United States Patent and Trademark Office, Registration Number 2172622;
7. Website design.