



To the Honorable Commissioner for Patent and Trademark, 102563612 enclosed original document(s) or copy(ies).

1. Name of conveying party(ies):

Tisma Machinery Corporation

9-29-03

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

Citizenship/State of Incorporation/Organization: Illinois
Additional name(s) of conveying party(ies) attached? Yes No

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

Name: Delaware Capital Formation, Inc.
Street Address: 1403 Foulk Road, Suite 102
Wilmington, DE 19803

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

State of Incorporation/Organization: Delaware

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

3. Nature of conveyance:

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

Execution Date: September 15, 2003

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

A. Trademark Application No.(s)

ATTORNEY DOCKET NO.: 204280-0024

B. Trademark Registrations No.(s)

2,254,093
1,690,712
1,632,155

Additional numbers attached? Yes No

5. Correspondent name and address:

MICHAEL BEST & FRIEDRICH LLC
Attorneys At Law
401 North Michigan Avenue, Suite 1900
Chicago, Illinois 60611-4212

Direct telephone calls to: Martin L. Stern
at telephone no. (312) 222-0800 or fax no. (312) 222-0818

6. Total number of properties involved: 3

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail, postage prepaid, in an envelope addressed to: **Mail Stop Assignment Recordation Services, Director of the United States Patent and Trademark Office, P. O. Box 1450, Alexandria VA 22313-1450** on

Date: 9/24/03 Marsha A. Morris
Typed name: Marsha A. Morris

7. Total fee (37 CFR 3.41) \$ 90.00

- Enclosed
- Authorized to be charged to deposit account
- Authorization to charge additional fees

8. Deposit Account Number - 50-1965

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. Charges to deposit account are authorized.

Martin L. Stern
Name of Person Signing

Martin L. Stern
Signature

9/24/03
Date

Total Number of Pages, including cover sheet, attachments and documents: 4

OFFICE OF PUBLIC RECORDS
709 SEP 29 PM 4: 57
FINANCE SECTION

09/30/2003 DBYRNE 00000032 2254093

01 FD-0521
02 FC-0522

10.00 DP
50.00 DP

ASSIGNMENT OF TRADEMARKS

WHEREAS, TISMA MACHINERY CORPORATION, an Illinois corporation having offices located at 1099 Estes Avenue, Elk Grove Village, IL 60007 ("ASSIGNOR"), owns all right, title and interest in and to the trademarks and registrations therefor listed on Schedule A attached hereto and made a part hereof and the goodwill of the business symbolized by the aforesaid trademarks; and

WHEREAS, DELAWARE CAPITAL FORMATION, INC., a Delaware corporation having offices located at 1403 Foulk Road, Suite 102, Wilmington, DE 19803 ("ASSIGNEE"), desires to acquire all of ASSIGNOR's right, title and interest in and to the aforesaid trademarks and registrations therefor listed on attached Schedule A and the goodwill of the business symbolized by said trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said ASSIGNOR has sold, transferred, and assigned and by these presents does hereby sell, transfer, and assign to ASSIGNEE, its successors, assigns and legal representatives, all of the right, title, and interest in and to said trademarks and registrations therefor listed on attached Schedule A, and the goodwill of the business symbolized by said trademarks, together with all rights under any applicable international treaties and agreements, the same to be held and enjoyed by ASSIGNEE for its own use and benefit and the use and benefit of its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR, together with all income, royalties, damages or payments resulting from or attributable to activity or conduct after the effective date of this Assignment, including, without limitation, all worldwide rights to the aforesaid trademarks and registrations therefor, the goodwill of the business symbolized by said trademarks and the right to sue and collect for all future, present and past infringements thereof, including infringements which may have occurred prior to the execution of this Assignment.

ASSIGNOR agrees: (a) to execute (i) all necessary papers throughout the world to be used in connection with the trademarks and registrations therefor listed on attached Schedule A as ASSIGNEE may deem necessary or expedient, (ii) all papers in connection with any interference, legal or other proceedings throughout the world to maintain, protect or enforce, or otherwise relating to, the trademarks and registrations therefor listed on attached Schedule A, and (iii) all

SCHEDULE A

Mark	Reg. No.
VERSION X-Y	2,254,093
ULTRA TRACK	1,690,712
TMC	1,632,155