

10-16-2003

10-14-03



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

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): Acrometal Companies, Inc.
Individual(s) Association
General Partnership Limited Partnership
[X] Corporation-State (MN)
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: ATEK Manufacturing, LLC
Internal-Address: 11287 Ash Ave.
Street Address: Hwy 210E., P.O. Box 403
City: Brainerd State: MN Zip: 56401
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
[X] Other Limited Liability Company - MN
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:
[X] Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 09/15/03

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 0536432
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Christine Bieber Orris
Internal Address:
Street Address: 3205 5th St.
City: Boulder State: CO Zip: 80304

7. Total fee (37 CFR 3.41) \$ 40
[X] Enclosed
Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

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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.
Peter T. Shimabukuro
Name of Person Signing Signature Date 10/06/03

Total number of pages including cover sheet, attachments, and document: 2

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

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ASSIGNMENT AND ASSUMPTION AGREEMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, Acrometal Companies, Inc., a Minnesota corporation ("Assignor") hereby conveys, transfers and assigns to ATEK Manufacturing, LLC, a Minnesota limited liability company f/k/a A-Tek, LLC ("Assignee"), Assignor's entire right, title and interest in and to the Assets, as defined in that certain Subscription and Asset Contribution Agreement of even date herewith (including specifically a United States Trademark registered January 16, 1951, as registration no. 0536432), to have and to hold forever.

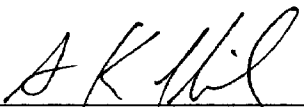
Assignor hereby constitutes and appoints Assignee and its successors and assigns as the attorney-in-fact of the Assignor with full power of substitution, to institute and prosecute, in the name of the Assignor or Assignee, but on behalf of and for the benefit of Assignee, and at the expense of Assignee, all proceedings which Assignee may deem desirable to collect, assert or enforce any claim, right or title of any kind in or to the Assets and to defend and compromise any and all actions, suits or proceedings which the owner of the Assets is entitled to defend or compromise. Assignor agrees that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason. Each of Assignee and Assignor agrees that at any time, and from time to time after the delivery hereof, it will, upon the reasonable request of the other party, take all action and execute and deliver all documents, instruments and conveyances of any kind which may be desirable to carry out the provisions of this Assignment and Assumption Agreement.

Assignee hereby assumes the Assumed Liabilities (as defined in the Subscription and Asset Contribution Agreement), and agrees to fully pay, discharge and perform as and when due, all of Assignor's obligations under the Assumed Liabilities, holding Assignor harmless therefrom. Except for the Assumed Liabilities, Assignee shall not assume or have any responsibility or liability for any liabilities or obligations of Assignor.


In the event of a conflict between this Assignment and Assumption Agreement and the Subscription and Asset Contribution Agreement, the Subscription and Asset Contribution Agreement shall govern.

IN WITNESS WHEREOF, the parties have executed this document effective as of the 15th day of September 2003.

ATEK MANUFACTURING, LLC

By: 
S. Kay Phillips, President

ACROMETAL COMPANIES, INC.

By: 
Robert A. Levy, Chief Executive Officer