

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Technical Concepts, LP		02/04/2003	LIMITED PARTNERSHIP: ILLINOIS

RECEIVING PARTY DATA	
Name:	Technical Concepts, LLC
Street Address:	1301 Allanson Road
City:	Mundelein
State/Country:	ILLINOIS
Postal Code:	60060
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2623124	SOAP STATION

CORRESPONDENCE DATA	
Fax Number:	(312)321-4299
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	officeactions@brinkshofer.com
Correspondent Name:	Nicholas G. de la Torre c/o Brinks Hofer
Address Line 1:	P.O. Box 10395
Address Line 4:	Chicago, ILLINOIS 60610

ATTORNEY DOCKET NUMBER:	11863/3
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NAME OF SUBMITTER:	Nicholas G. de la Torre
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Total Attachments: 5
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TRADEMARK

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of February 4, 2003 ("Effective Date") by and between Technical Concepts, LP, an Illinois limited partnership, with its principal office at 1301 Allanson Road, Mundelein, Illinois 60060 ("Assignor"), and Technical Concepts, LLC, a Delaware limited liability company, with its principal office at 1301 Allanson Road, Mundelein, Illinois 60060 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Purchase Agreement dated the date hereof (the "Agreement");

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto and the United States applications for trademark registration set forth on Schedule B attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

WHEREAS, Assignee is a successor to Assignor's business, and that business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any

interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

TECHNICAL CONCEPTS, LP

By: [Signature]

Name: Robert P. Berman

Title: President of Technical Concepts, Inc., its General Partner

TECHNICAL CONCEPTS, LLC

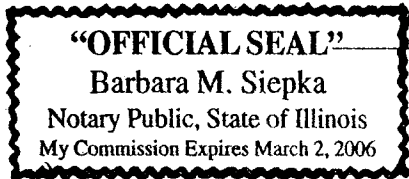
By: [Signature]

Name: Michael Fran

Title: VP

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 4th day of February, 2003, there appeared before me Robert Berman, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Technical Concepts, LP.

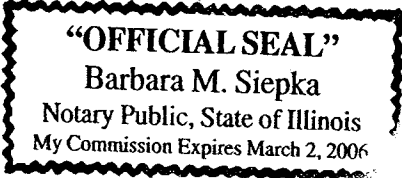


[Signature]
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 4th day of February, 2003 there appeared before me Michael FRAM, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Technical Concepts, LLC.

[Signature]
Notary Public



SCHEDULE A

TECHNICAL CONCEPTS, LP

U.S. TRADEMARK REGISTRATIONS

Mark	Serial No. Filed	Reg. No. Registered
AUTO FAUCET	76/295877 8/6/01	2572399 5/21/02
TC	76/103877 8/4/00	2468017 7/10/01
TC	76/103527 8/4/00	2471699 7/24/01
TC and design	76/093429 7/20/00	2645130 11/5/02
TC	76/093154 7/20/00	2613279 8/27/02
ONESHOT and Design	75/922332 2/17/00	2491478 9/18/01
ONESHOT and Design	75/922029 2/17/00	2493529 9/25/01
AUTOSOAP	75/856176 11/23/99	2493658 9/25/01
MICROBURST	75/649263 2/26/99	2598389 7/23/02
AUTOACCESS	75/597959 12/2/98	2309182 1/18/00
HYQ (Stylized)	75/387976 11/10/97	2255033 6/22/99
AUTO CLEAN	75/348605 8/28/97	2187729 9/8/98
MICROTRANS	75/244973 2/20/97	2196543 10/13/98
AUTO FLUSH	74/731177 9/19/95	2118525 12/2/97
BIOFLUSH	74/425922 8/16/93	1933732 11/7/95
ESPRIT	74/235707 1/7/92	2179776 8/11/98
SOAP STATION	76/093436 7/20/00	2623124 9/24/02

SCHEDULE B

TECHNICAL CONCEPTS, LP

U.S. TRADEMARK APPLICATIONS

Mark	Serial No. Filed
AUTO FLUSH	76/445155 8/29/02
SOAP WORKS	76/282355 7/10/01
SOAP WORKS	76/282354 7/10/01