

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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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
GEMEINHARDT COMPANY, INCORPORATED		08/30/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	GEMEINHARDT ACQUISITION, LLC
Street Address:	57882 STATE ROAD 19 SOUTH
City:	ELKHART
State/Country:	INDIANA
Postal Code:	46517
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	1108570	GEMEINHARDT
Registration Number:	2032235	ARTISAN
Registration Number:	2295240	ROY SEAMAN
Registration Number:	2411248	50 SERIES

CORRESPONDENCE DATA	
Fax Number:	(312)840-7884
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(312) 840-7860
Email:	mmurphy@jenner.com
Correspondent Name:	MARIANN R. MURPHY
Address Line 1:	ONE IBM PLAZA
Address Line 2:	JENNER & BLOCK LLP
Address Line 4:	CHICAGO, ILLINOIS 60439

ATTORNEY DOCKET NUMBER:	43473-10030
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NAME OF SUBMITTER:	MARIANN R. MURPHY
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CH \$115.00 1108570

**Total Attachments: 3**

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## ASSIGNMENT OF TRADEMARKS

**THIS ASSIGNMENT OF TRADEMARKS** (this "Trademark Assignment") is to be effective as of August 30, 2004 (the "Effective Date") by and between Gemeinhardt Company, Incorporated, a Delaware corporation ("Assignor"), and Gemeinhardt Acquisition, LLC, a Delaware limited liability company ("Assignee"). This Trademark Assignment is being entered into pursuant to that certain Asset Purchase Agreement dated to be effective as of August 30, 2004, by and between Assignor and Assignee (the "Purchase Agreement").

**FOR GOOD AND VALUABLE CONSIDERATION** as recited in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, effective as of the Effective Date, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, and its successors and assigns, all right, title, and interest in and to the registered trademarks and applications to register trademarks listed on Schedule A attached hereto (which is incorporated into and made a part of this Trademark Assignment), together with all of the goodwill associated with such trademarks and all rights to sue and recover for any past, present or future infringement, dilution, damage or injury (and including the right to take over and continue any and all existing suits) to any of the foregoing and collect profits or damages with respect to same, the same to be held and enjoyed hereinafter by Assignee for its own use and for the use of its successors and assigns.

In the event of any conflict or inconsistency between the terms of this Trademark Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement will prevail. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Purchase Agreement.

\* \* \* \* \*

IN WITNESS WHEREOF, the undersigned parties have caused this Trademark Assignment to be executed as of the Effective Date.

**GEMEINHARDT COMPANY,  
INCORPORATED**

By: Robert E. McKinley  
Robert E. McKinley, President  
and Chief Executive Officer

**GEMEINHARDT ACQUISITION, LLC**

By: [Signature]  
Name:  
Title:

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

On this 1<sup>st</sup> day of ~~August~~ <sup>September</sup>, there appeared before me Robert E. McKinley, personally known to me, who acknowledged that he signed the foregoing Trademark Assignment as his voluntary act and deed on behalf and with full authority of Assignor.



STATE OF NEW YORK )  
 ) SS.  
COUNTY OF NEW YORK )

On this 2<sup>nd</sup> day of ~~September 2004~~, there appeared before me DAVID CONN-SFETCU, personally known to me, who acknowledged that he/she signed the foregoing Trademark Assignment as his/her voluntary act and deed on behalf and with full authority of Assignee.

DAVID [Signature]

DAVID W. BERENTHAL  
Notary Public, State of New York  
No. 02BE6040448  
Qualified in New York County  
Commission Expires April 24, 20 06

**SCHEDULE A**

<b>U.S. TRADEMARK REGISTRATIONS</b>		
<b>Registration Number</b>	<b>Registration Date</b>	<b>Mark</b>
2,032,235	12/12/1978	ARTISAN
1,108,570	12/12/1978	GEMEINHARDT
2,295,240	11/30/1999	ROY SEAMAN
2,411,248	12/5/2000	50 SERIES

<b>FOREIGN TRADEMARK REGISTRATIONS</b>			
<b>Country</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Mark</b>
South Korea	372945	8/22/1997	GEMEINHARDT
China	1015098	5/28/1997	GEMEINHARDT
Hong Kong	4311/1997	10/7/1995	GEMEINHARDT
Taiwan	728325	9/16/1996	GEMEINHARDT
Japan	2583071	9/30/1991	GEMEINHARDT
Australia	A485643	2/2/1990	GEMEINHARDT
European Com.	1199256	11/17/2000	GEMEINHARDT