

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

U. S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Hilec, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State of New York
 Other _____

Citizenship (see guidelines) _____

Execution Date(s) April 12, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Hilec, LLC

Internal 11 Railroad Avenue

Address: Arcade, NY 14009-1407

Street Address: 11 Railroad Avenue

City: Arcade

State: NY

Country: United States Zip: 14009-1407

- Association Citizenship _____
 General Partnership Citizenship
 Limited Liability Corporation
 Corporation Citizenship
 Other Citizenship

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)

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

A. Trademark Application No.(s)

Identification or description of the Trademark.

B. Trademark Registration No.(s)

529,819	743,705	1,308,975	1,648,856
1,718,119	2,354,663	2,411,764	2,411,763

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Leslie S. Miller

Internal Address: 1000 North Water Street

Milwaukee, WI 53202

Street Address: 1000 North Water Street

Suite 2100

City: Milwaukee

State: WI

Zip: 53202

Phone Number: 414-298-8321 Fax Number: 414-298-8097

Email Address: lmiller@reinhartlaw.com

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$215.00

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____

Expiration Date _____

b. Deposit Account Number 18-0882

Authorized User Name Leslie S. Miller

9. Signature:


Signature

September 7, 2004

Date

Leslie S. Miller

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents. 6

Documents to be recorded (including cover sheet) should be faxed to (703) 36-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

MW1120412
700112613

TRADEMARK
REEL: 002933 FRAME: 0597

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") dated April 1, 2004, by and between HILEC, INC., a Wisconsin corporation ("Assignor") and DONALD HUBERT ASSET PURCHASE LIMITED LIABILITY CO., a New York limited liability company (the "Assignee").

RECITALS

A. Assignor is the assignee of record of certain trademark registrations, trademark applications, and/or common law trademarks identified on Exhibit A (herein referred to as "the Trademarks").

B. Certain assets of Assignor are being transferred by Assignor to Assignee pursuant to other agreements being executed concurrently herewith, the transferred assets including the portion of Assignor's business with which the Trademarks are associated.

C. Assignee desires by execution of this Assignment to obtain an assignment of all of Assignor's rights, title, and interest in and to the Trademarks from Assignor, and Assignor desires by execution of this Assignment to grant an assignment of all of its rights, title, and interest in and to the Trademarks to Assignee.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

1. Definition. As used herein, the following term shall have the meanings set forth below:

1.1 Assigned Trademarks. The term "Assigned Trademarks" shall mean those United States trademark registrations listed in Exhibit A attached hereto and made a part hereof, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all renewals thereof; (d) all rights of action, powers, and benefits accrued thereto, including the right to sue for and collect damages and payments for past or future infringements thereof.

2. Assignment of the Assigned Trademarks. Subject to the terms, conditions, and limitations set forth herein, Assignor hereby sells, assigns, and transfers to Assignee, its successors, and assigns Assignor's entire rights, title, and interest in and to the Assigned Trademarks. The assignment of the Assigned Trademarks granted by Assignor

to Assignee in this Agreement is granted free and clear of all security interests, liens, encumbrances, claims, or interests of any kind or nature.

3. Representations.

3.1 Incorporation. Each party represents and warrants that it is a corporation or a limited liability company, as applicable, which is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or registration and has the full corporate power and authority to enter into this Assignment and perform its agreements and covenants to be performed hereunder.

3.2 Authority. Each party represents and warrants that the execution and delivery of this Assignment by it and the performance by it of its covenants and agreements hereunder have been duly authorized by all necessary corporate action and, when executed and delivered by it, this Assignment shall constitute the valid and legally binding agreement of it, enforceable against it in accordance with its terms.

3.3 Conflicts. Each party represents and warrants that neither the execution and delivery of this Assignment nor the consummation or performance by it of the transactions contemplated herein will violate any provision of its certificate of incorporation or by-laws or any law, rule, regulation, writ, judgment, injunction, decree, determination, award, or other order of any court, government or governmental agency or instrumentality, domestic or foreign, or conflict with or result in any breach of any of the terms of or the creation or imposition of any mortgage, deed of trust, pledge, lien, security interest or other charge or encumbrance of any nature pursuant to the terms of, any contract or agreement to which it is a party or by which it, or any of its assets and properties, is bound.

4. General Provisions.

4.1 Merger and Integration. This Assignment represents the entire understanding of the parties with respect to its subject matter and supersedes all prior agreements, written or oral, concerning the subject matter hereof, and may not be changed or modified in any regard except by an instrument in writing and signed by the parties hereto. No inference shall be drawn from any variance between this Assignment and any prior written negotiations or letters of intent with respect to, or drafts of, this Assignment. Each party acknowledges that no representations, inducements, promises, commitments or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

4.2 Severability. It is expressly agreed that if any term or provision of this Assignment which is invalid or unenforceable in any jurisdiction, then such provision in such jurisdiction shall be ineffective to the extent of such invalidity or unenforceability

without rendering invalid or unenforceable the remaining terms and provisions of this Assignment or affecting the validity or enforceability of any of the terms or provisions of this Assignment in any other jurisdiction.

4.3 No Waiver. Failure of any party at any time to require performance of any provision of this Agreement shall not affect the right of any party to require full performance thereafter; a waiver by any party of a breach of any provision of this Agreement shall not constitute a modification of this Agreement or prevent that party from again enforcing such term or condition in the future with respect to subsequent events.

4.4 Relationship of the Parties. The relationship established between the parties by this Assignment shall be solely that of assignor and assignee. Neither party hereto shall have any right or shall attempt to enter into contracts or commitments on behalf of the other party or to bind the other party in any respect whatsoever.

4.5 Counterparts; Facsimile Signatures. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document. This Assignment may be signed by facsimile, and facsimile signatures shall be binding, but the parties shall provide each other with originally signed copies of the Assignment as soon as possible thereafter.

4.6 Captions. The captions in this Assignment are intended solely as a matter of convenience and shall be given no effect in the construction or interpretation of this Assignment.

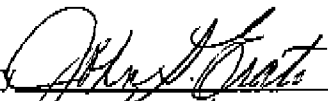
4.7 Recitals. The parties agree that the recitals prior to Section 1 of this Assignment are true and correct and are hereby incorporated herein by this reference.

4.8 Force Majeure. The parties agree that neither shall be deemed in default of its obligations under this Assignment to the extent that the performance of any such obligations shall have been prevented by circumstances outside of such party's control, including, but not limited to, acts of God, fire, riot, war or government actions, but only to the extent of the duration of the circumstances comprising the basis for the operation of this section. If a party believes that any one or more of the above occurrences or events will cause a delay or prevent its performance hereunder, that party shall promptly notify the other party of such fact in writing.

4.9 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Wisconsin, USA.

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto as of the date first written above.

HILEC, INC. (Assignor)

By 
Its Secretary

DONALD HUBERT ASSET PURCHASE
LIMITED LIABILITY CO. (Assignee)


By 
Its MEMBER AGENT

EXHIBIT A

Assigned Trademarks

TRADEMARK NO.	MARK	REGISTRATION DATE
529,819	TURBO	08/29/1950
743,705	TURBOCRYL	01/15/1963
1,308,975	FLEXI-WEAVE	12/11/1984
1,648,856	TURBOTUF	06/25/1991
1,718,119	HILEC	09/22/1992
2,354,663	ACRYLIGLAS	06/06/2000
2,411,764	NATGLAS	12/12/2000
2,411,763	NATGLAS T&D	12/12/2000