

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In Re the Application of:)
)
See Schedule B of the Assignment)
)
 Serial No.:)
)
See Schedule B of the Assignment)
)
 Filed:)
)
See Schedule B of the Assignment)
)
 Atty. File Series No.: 7033)
)
 For: **See Schedule B of the Assignment**)

RECORDATION OF ASSIGNMENT

Document ID No. 700118907

<p>CERTIFICATE OF MAILING</p> <p>I hereby certify that this paper is being facsimile transmitted to Assignment Recordations at (703) 306-5995 at the Patent and Trademark Office on October 6, 2004.</p> <p style="text-align: center;">SHERIDAN ROSS P.C.</p> <p>BY: <u>Christine Jacquet</u> Christine Jacquet</p>
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MAILSTOP: ASSIGNMENTS

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

For each of the patents and trademark registrations listed on the enclosed Schedules A and B, please record the attached original documents or copy thereof:

1. Name of conveying party(ies):

Sierracin Corporation
 3020 Empire Avenue
 Burbank, CA 91504

Sierracin Corporation Europe
 30 bis, rue due Vieil Abreuvor
 78100 St. Germain-en-Laye
 France

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

Stanley Harrison Corporation
 2501 Dallas Street
 Aurora, CO 80010

3. Nature of Conveyance: Assignment

Execution Date: November 28, 2003

4. Application number(s) or patent number(s)

A. Trademark Registration Nos.: **1,947,285 (QUICKFIT) (Serial No. 04/450,298); and 676,984 (K-SEAL) (Serial No. 02/054,856)**

5. Name and address of party to whom correspondence concerning documents should be mailed:

Brent P. Johnson
Sheridan Ross P.C.
1560 Broadway, Suite 1200
Denver, Colorado 80202-5141

6. Total number of applications and patents involved: 2.

7. Total fee (37 CFR 3.41).....\$65.00.

Authorized to be charged to deposit account.

8. Deposit account number: 19-1970.

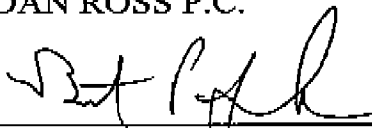
9. Statement and signature.

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.

Total number of pages including cover sheet, attachments and document: 6

Respectfully submitted,

SHERIDAN ROSS P.C.

By: 

Brent P. Johnson
Registration No. 38,031
1560 Broadway, Suite 1200
Denver, Colorado 80202-5141
(303) 863-9700

10/6/04

J:\7033\record assign tm from sierracin to stanley.wpd

EXECUTION COPY**ASSIGNMENT OF PATENTS AND MARKS**

THIS ASSIGNMENT (this "Assignment") is made as of November 28, 2003 ("Effective Date"), by and among Sierracin Corporation, a Delaware corporation, and Sierracin Corporation Europe, a French SARL (collectively, "Assignors"), and Stanley Harrison Corporation, a Delaware corporation ("Assignee") pursuant to the terms of that certain Asset Purchase Agreement dated as of September 29, 2003 by and among Assignors and Stanley Aviation Corporation, a Delaware corporation and the sole stockholder of Assignee ("Parent"), as amended by the First Amendment to Asset Purchase Agreement, dated as of November 28, 2003, by and among Assignors, Parent and Assignee (as so amended, the "Asset Purchase Agreement"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

WHEREAS, Parent and Assignee entered into that certain Assignment and Assumption Agreement, dated as of October 14, 2003 (the "APA Assignment and Assumption"), pursuant to which Parent assigned to Assignee all of the rights and obligations of Parent under the Asset Purchase Agreement, while remaining liable for the obligations of Assignee under the Asset Purchase Agreement;

WHEREAS, pursuant to the Asset Purchase Agreement and the APA Assignment and Assumption, Assignors are concurrently herewith selling, conveying transferring, assigning and delivering to Assignee, and Assignee is purchasing from Assignors, all of Assignors' right title and interest in the Assets, including the Patents and Marks; and

WHEREAS, Assignors desire to assign to Assignee all of Assignors' right, title and interest in and to the Patents and the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions set forth in the Asset Purchase Agreement, the parties hereby agree as follows:

1. Assignment. Assignors do hereby assign, transfer and convey to Assignee, free and clear of any Encumbrance other than Permitted Encumbrances, all of Assignor's right, title and interest in and to the following:
 - a. The Patents owned, used or held by Assignors for use in the Business, including without limitation: (i) the Patents listed on the attached Schedule A; and (ii) all foreign and related applications that claim priority to such Patents.
 - b. The Marks owned, used or held by Assignors for use in the Business, other than any Mark which constitutes an Excluded Asset, including without limitation the Marks listed on the attached Schedule B, and all good will associated therewith;
 - c. Any and all other rights, priorities and privileges of Assignors provided under the laws of the United States and relevant nations, or any multinational law, compact,

treaty, protocol, convention or organization, with respect to the foregoing Patents and Marks ("Related Rights");

d. Any and all rights to sue at law or in equity for any infringement, impairment or other unauthorized use or conduct in derogation of the Patents and Marks and Related Rights, including the right to receive all proceeds, damages and past damages therefrom; and

e. Any and all rights to obtain renewals, reissues, continuations, continuations-in-part, re-examinations, divisions, extensions or other legal protections pertaining to the Patents and Marks and Related Rights.

2. Further Assurances. Assignors covenant and agree that Assignors, through their officers and employees, will execute and deliver all papers (including divisional, continuation, and reissue applications), and take any other action that may be reasonably necessary or desirable to perfect the title to any invention underlying any of the Patents in Assignee, it being understood that any expenses incurred by Assignors (or their officers or employees) in connection with this Section 2 shall be paid by Assignee.

3. Interpretation. Assignee and Assignors agree that this Agreement is subject to the terms and conditions of the Asset Purchase Agreement, including, without limitation, the representations, warranties, covenants, exclusions and indemnities set forth therein, and that this Agreement shall not be deemed to limit, enlarge or extinguish any obligation of Assignee or Assignors under the Asset Purchase Agreement, all of which obligations shall survive the delivery of this Agreement in accordance with the terms of the Asset Purchase Agreement.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of California.

5. Execution by Facsimile. This Assignment may be executed via facsimile, which shall be considered an original instrument.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the undersigned have caused this Assignment of Patents and Marks to be duly executed and delivered as of the date first above written.

SIERRACIN CORPORATION

By: 

Name: Christoph Tribull

Title: Chief Executive Officer

SIERRACIN CORPORATION EUROPE

By: 

Name: Christoph Tribull

Title: Gerant



Schedule B - Marks

1. QUICKFIT (#04450298)
2. E-Z SEAL (#04127688)
3. K-SEAL (#02054856)