

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Samuel Bingham Enterprises, Inc.		12/17/2004	CORPORATION: INDIANA

RECEIVING PARTY DATA	
Name:	Finzer Roller, L.L.C.
Street Address:	129 Rawls Road
City:	Des Plaines
State/Country:	ILLINOIS
Postal Code:	60018
Entity Type:	Limited Liability Company: ILLINOIS

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1082290	FLEX-SPREADER
Registration Number:	1345614	BINGHAM
Registration Number:	1381040	BINGHAM
Registration Number:	1268513	CENTURION
Registration Number:	1267703	99
Registration Number:	1189747	AQUASIST
Registration Number:	1266167	COMET
Registration Number:	1088534	NU-CLEAR
Registration Number:	875073	BINGHAM
Registration Number:	2368877	HYDROELITE
Registration Number:	2368878	ULTRAEELITE
Registration Number:	2375323	ROLLERRENEWER

CORRESPONDENCE DATA

CH \$315.00 1082290

Fax Number: (312)551-1101
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312/551-3066
Email: ssmilie@pfs-law.com
Correspondent Name: Scott Smilie
Address Line 1: 150 South Wacker Drive, Suite 900
Address Line 2: PATZIK, FRANK & SAMOTNY LTD.
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Scott Smilie
Signature:	/scott smilie/
Date:	01/14/2005

Total Attachments: 4
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of the 17 day of December 2004, by Samuel Bingham Enterprises, Inc., a corporation duly organized and existing under the laws of the State of Indiana, United States of America, with offices at 12827 E. Imperial Hwy., Santa Fe Springs, CA 90670 ("Assignor"), to Finzer Roller, L.L.C., a limited liability company duly organized and existing under the laws of the State of Illinois, United States of America, with offices at 129 Rawls Road, Des Plaines, IL 60018 ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated as of the 17 day of December 2004 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor certain assets, including, without limitation, certain intellectual property assets;

WHEREAS, pursuant to the Agreement, Assignor has agreed to execute such instruments as Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, all right, title and interest of Assignor in, to and under intellectual property assets; and

WHEREAS, in accordance therewith, Assignor desires to assign to Assignee all of Assignor's worldwide right, title and interest in, to and under certain of Assignor's trademarks as set forth in Exhibit A hereto (collectively, the "Marks") and the goodwill of Assignor's business which is associated therewith and which is symbolized thereby.

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer, grant and convey to Assignee, free and clear of all pledges, security interests, liens, charges, encumbrances, equities, claims, options or limitations of every kind, all of Assignor's worldwide right, title and interest in, to and under the Marks together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement thereof, whether arising on, prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor agrees to execute, acknowledge and deliver to Assignee, at Assignee's request, any and all further documents, papers, affidavits, statements and/or other instruments, whether or not in paper or electronic form, to confirm Assignee's ownership of all rights pursuant to this Assignment.

All initially capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

This Assignment shall be binding upon the successors and assigns of Assignor and inure to the benefit of the successors and assigns of Assignee.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to the principles of conflicts of laws thereof.

[Signature Page Follows]

[Signature Page Trademark Assignment]

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

SAMUEL BINGHAM ENTERPRISES,
INC.

By: Michael T. Furry
Michael T. Furry, President

EXHIBIT A

<u>Mark</u>	<u>Registration No.</u>
Flex Spreader	1,082,290
Bingham (stylized)	1,345,614
Bingham	1,381,040
Centurion	1,268,513
99	1,267,703
Comet	1,266,167
Aquasist	1,189,747
Nu-Clear	1,088,534
Bingham	875,073
HydroElite	2,368,877
UltraElite	2,368,878
RollerRenewer	2,375,323