

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BELTPACK CORPORATION		10/15/2004	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cattron Intellectual Property Corporation		
<b>Street Address:</b>	140 West Shenango Street		
<b>City:</b>	Sharpsville		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	16150-1198		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2570611	BELTPACK	
Registration Number:	2687816	BRAIN IN THE TRAIN	
Registration Number:	2778874	CANTRAC	
Registration Number:	2749171	PROTECTIVE PITCH & CATCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(412)288-3063		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	412-288-3233		
<b>Email:</b>	ptoipinbox@reedsmith.com		
<b>Correspondent Name:</b>	Jody L. Burtner, Senior Paralegal		
<b>Address Line 1:</b>	P.O. Box 488		
<b>Address Line 2:</b>	Reed Smith LLP		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15230-0488		
<b>NAME OF SUBMITTER:</b>	Jody L. Burtner, Senior Paralegal		
<b>Signature:</b>	/Jody L. Burtner/		

OP \$115.00 2570611

Date:

01/20/2005

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment, (the "Assignment") is executed as of this 15<sup>th</sup> day of October, 2004, by **BELTPACK CORPORATION**, whose registered office is 3950 Hickmore St. Saint- Laurent, Québec, Canada H4T 1K2 ("Assignor") and delivered to, and in favor of, **CATTRON INTELLECTUAL PROPERTY CORPORATION**, a corporation existing under the laws of the State of Delaware ("Assignee").

### Recitals:

**WHEREAS**, Assignor has adopted and used, and/or the owner of, the marks set forth in Schedule A hereto and made a part hereof ("the Marks"); and

**WHEREAS**, Assignor and Assignee are parties to that certain Share and Asset Purchase Agreement (the "Purchase Agreement"), dated of even date herewith; and

**WHEREAS**, pursuant to the Purchase Agreement, Assignor, *inter alia*, has agreed to and did sell and Assignee, *inter alia*, agreed to and did acquire Assignor's entire right, title and interest in and to the Marks including, *inter alia*, the goodwill of Assignor's business associated therewith.

**NOW, THEREFORE**, the Assignor, intending to be legally bound hereby, and pursuant to the terms of the Purchase Agreement, and for good and valuable consideration including the sum of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, agrees as follows:

1. Assignment. Assignor does hereby sell, transfer, convey, set over, assign and deliver to Assignee, and its successors and assigns, the Marks, together with Assignor's entire right, title and interest therein and thereto including the goodwill associated with the Marks and also including all applications for registrations and registrations for the Marks, to have and to hold the same, together with any and all rights including, without limitation, common law rights, pertaining thereto unto Assignee, its successors and assigns, to its and their use and enjoyment, together with all claims by Assignor for damages by reason of past infringement of the Marks worldwide, with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.
  
2. Purchase Agreement. Neither the making nor the acceptance of this Assignment shall enlarge, restrict or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by Assignor or Assignee of any liabilities, duties or obligations imposed upon them by the terms of the Purchase Agreement, including without limitation the representations, warranties, covenants, agreements and other provisions of the Purchase Agreement.

3. Documentation and Cooperation. Assignor hereby covenants that, for a period of five (5) years hereof, upon the request of Assignee (or its assigns), Assignor will promptly provide Assignee (or its assigns) with all pertinent facts and documents relating to the Marks and to any applications and registrations therefor, and legal equivalents in the United States and foreign countries as may be known and accessible to Assignor. Assignor will testify as to the same in any action or litigation related thereto and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue, enforce and perfect such rights, title, and interest in Assignee, its successors and assigns for the Marks and to any applications and registrations therefor and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes hereof. Any and all reasonable expenses incurred by Assignor in connection with its obligations under this paragraph shall be paid by the Assignee (or its assigns).

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

5. Headings. Headings herein are provided for the convenience of reference only and shall not be deemed to constitute a part hereof.

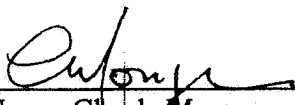
6. Trademark Registration Issuance. Assignor hereby authorizes and requests any official whose duty it is to issue registrations for trademarks and/or service marks to issue each and every such registration to be granted upon the Marks in any and all countries, to the Assignee, its successors and assigns, as the assignee of Assignor's entire right, title and interest therein, in accordance with this Assignment.

7. Assignee Acceptance. Assignee hereby confirms, agrees to and accepts this Assignment of the Marks.

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by Assignor as of the date first set forth above.

Tel que convenu par le cessionnaire et le cédant, cette cession a été rédigée en anglais.  
As agreed by both the assignee and the assignor, this assignment has been drawn up in English.

SIGNED this 15th day of October, 2004.


  
Name: Claude Mongeau  
Title: Chairman

For: **BELTPACK CORPORATION**

**1.1.1 DECLARATION OF WITNESS**

I, Olivier Chouc, whose full postal address is 935 de la Gauchetière W. Montreal (QC) H3B 2M9 do hereby declare that I was personally present and did see Claude Mongeau, who is personally known to me to be the person named in the Assignment, sign and execute same.

Declared at Montreal, this 15th day of October, 2004.

  
Witness signature

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Name:  
Title:

For: **CATTRON INTELLECTUAL PROPERTY CORPORATION**

**1.1.2 DECLARATION OF WITNESS**

I, \_\_\_\_\_, whose full postal address is \_\_\_\_\_ do hereby declare that I was personally present and did see \_\_\_\_\_, who is personally known to me to be the person named in the Assignment, sign and execute same.

Declared at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Witness signature

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Name:  
Title:  
For: BELTPACK CORPORATION

DECLARATION OF WITNESS

I, \_\_\_\_\_, whose full postal address is \_\_\_\_\_

do hereby declare that I was personally present and did see \_\_\_\_\_, who is personally known to me to be the person named in the Assignment, sign and execute same.

Declared at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Witness signature

SIGNED this 14th day of October, 2004.

X Michael D Pearson  
Name: MICHAEL D PEARSON  
Title: SECRETARY  
For: CATTRON INTELLECTUAL PROPERTY CORPORATION

DECLARATION OF WITNESS

I, Nancy L. Plymire, whose full postal address is \_\_\_\_\_

2113 MERLER-WEST MIDDLESEX ROAD, MERLER, PA 16137  
do hereby declare that I was personally present and did see MICHAEL D. PEARSON, who is personally known to me to be the person named in the Assignment, sign and execute same.

Declared at MERLER COUNTY, this 12th day of October, 2004.

Nancy L. Plymire  
Witness signature

Notarial Seal  
Nancy L. Plymire, Notary Public  
Sharpsville Boro, Mercer County  
My Commission Expires Dec. 24, 2006  
Member, Pennsylvania Association Of Notaries

**SCHEDULE A**

**Registered Marks**

<b>COUNTRY</b>	<b>MARK</b>	<b>REGISTRATION NUMBER</b>
U.S.	BELTPACK	2570611
U.S.	BRAIN IN THE TRAIN	2687816
U.S.	CANTRAC	2778874
U.S.	PROTECTIVE PITCH & CATCH	2749171
CANADA	DYNAMIC SPEED CONTROL	557955
CANADA	PROTECTIVE PITCH & CATCH	557909
CANADA	LOCO-COMMANDE	438350
CANADA	LOCO-COMMAND	438349
CANADA	BELTPACK	438096
CANADA	BRAIN IN THE TRAIN	557954
CANADA	CANTRAC	575854

**Known Common Law Marks**

1. PROTECTIVE PITCH & CATCH
2. CONTINUOUS PITCH & CATCH
3. DYNAMIC SPEED CONTROL