

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
Huestis Machine Corporation		12/31/2004	CORPORATION: RHODE ISLAND

RECEIVING PARTY DATA

Name:	Huestis Reorganization Corporation
Street Address:	68 Buttonwood Street
City:	Bristol
State/Country:	RHODE ISLAND
Postal Code:	02809
Entity Type:	CORPORATION: RHODE ISLAND

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2878663	MAKING IT POSSIBLE
Registration Number:	1953667	COMPU-CUTTER
Registration Number:	1653560	COMPUPLOTTER
Registration Number:	1599454	COMPU-FORMER
Registration Number:	1478524	FLEXI-HOLDER
Registration Number:	1485042	STYRO-FORMER
Registration Number:	1418958	BENDMASTER

CORRESPONDENCE DATA

Fax Number: (888)325-9188
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 4012749200
 Email: trademark@edwardsangell.com
 Correspondent Name: Efrosyni Iosiphidis
 Address Line 1: PO Box 55874

CH \$190.00 2878663

Address Line 4: Boston, MASSACHUSETTS 02205

NAME OF SUBMITTER: Efrosyni Iosiphidis

Signature: /Efrosyni Iosiphidis/

Date: 02/03/2005

Total Attachments: 3
source=huestis tm assign#page1.tif
source=huestis tm assign#page2.tif
source=huestis tm assign#page3.tif

ASSIGNMENT OF TRADEMARKS

KNOW ALL MEN BY THESE PRESENTS, that Huestis Machine Corporation, a corporation organized and existing under the laws of the State of Rhode Island and having a place of business at 68 Buttonwood Street, Bristol, Rhode Island 02809, the ("Assignor") and Huestis Reorganization Corporation, a corporation organized and existing under the laws of the state of Rhode Island and having a place of business at 68 Buttonwood Street, Bristol, Rhode Island 02809, (the "Assignee") have entered into an Asset Contribution Agreement, dated as of December 31, 2004 hereof pursuant to which Assignor agreed to sell and Assignee agreed to buy substantially all of the assets of Assignor, which agreement is hereinafter referred to as the "Agreement". Except as otherwise stated herein, all terms used herein shall have the same meaning as set forth in the Agreement.

W I T N E S S E T H:

WHEREAS, in accordance with the Agreement, Assignor has simultaneously herewith by a bill of sale, assignments and other instruments of transfer and conveyance of even date vested in Assignee all of Assignor's right, title and interest in the Acquired Assets effective as of Closing Date; and

WHEREAS, Assignor has adopted, used and is the owner of the trademarks which are pending and registered in the United States as listed on Exhibit A annexed hereto and made a part hereof (the "Trademarks"); and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in the Trademarks and the issued registrations thereof.

NOW THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, Assignee and Assignor agree as follows:

1. Assignor, by these presents, does sell, assign, and transfer unto the Assignee the entire right, title and interest in and to the Trademarks and the issued registrations thereof,

EXHIBIT A

**REGISTERED AND PENDING UNITED STATES TRADEMARKS
OWNED BY [SELLER]**

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
MAKING IT POSSIBLE	2878663	2004-08-31
COMPU-CUTTER	1953667	1996-01-30
COMPUPLOTTER	1653560	1991-08-13
COMPU-FORMER	1599454	1990-06-05
FLEXI-HOLDER	1478524	1988-03-01
STYRO-FORMER	1485042	1988-04-19
BENDMASTER	1418958	1986-12-02

PENDING APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date of Filing</u>
-------------	------------------------	-----------------------