

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
Pinto Products, Inc.		07/18/2005	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	BEI Franchising, Inc.		
Street Address:	2525 Miller Road		
City:	Kalamazoo		
State/Country:	MICHIGAN		
Postal Code:	49001		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2867496	POLAR CLIPS	
Registration Number:	2880072	BEI POLAR CLIPS	
CORRESPONDENCE DATA			
Fax Number:	(202)719-7207		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202.719.3197		
Email:	mfaunce@wrf.com		
Correspondent Name:	Marisa D. Faunce, Esq.		
Address Line 1:	1776 K Street NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
NAME OF SUBMITTER:	Marisa D. Faunce, Esq., Counsel for BEI		
Signature:	/Marisa D. Faunce/		
Date:	07/19/2005		
Total Attachments: 2			

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of July 18, 2005 by Pinto Products, Inc. a Michigan corporation with its principal place of business at 2525 Miller Road, Kalamazoo, Michigan 49001 ("Assignor") to BEI Franchising, Inc., a Michigan corporation with its principal place of business at 2525 Miller Road, Kalamazoo, Michigan 49001 ("Assignee").

WHEREAS, Assignor is the owner of all right, title, and interest in, to and under the following trademarks : 1) "POLAR CLIPS", which is the subject of the United States Patent and Trademark Office Registration Number 2,867,496; and 2) "BEI POLAR CLIPS", which is the subject of the United States Patent and Trademark Office Registration Number 2,880,072.

WHEREAS, Assignee wishes to acquire said marks and Assignor wishes to assign said marks and all rights therein to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the marks "POLAR CLIPS", and "BEI POLAR CLIPS", together with the good will of the business symbolized by and associated with said marks and the above identified registration of said marks.

This assignment shall be binding upon the parties, their successors and/or assigns, and all others acting by, through, with or under their direction and all those in privity therewith.

IN WITNESS WHEREOF, Assignor has executed this Agreement as of the date first above written.

PINTO PRODUCTS, INC.

By: *Matthew Pinto*

Matthew Pinto

Its: Chief Executive Officer

(SEAL)

STATE OF MICHIGAN)

) ss.

COUNTY OF KALAMAZOO)

Personally appeared before me this 18th day of July 2005, the above named **Matthew Pinto** to me known to be the person who executed the foregoing assignment (as the **Chief Executive Officer** of the above-named corporation) and, being first duly sworn, stated upon oath that said assignment submitted herewith is true and correct.

Leo Truender, Notary

*My commission expires
12/24/2008*