

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MTEC International, Ltd.		10/18/2005	LIMITED PARTNERSHIP: FLORIDA
RECEIVING PARTY DATA			
Name:	Quality Trailer Products, LP		
Street Address:	1015 West St. Germain Street, US Bank Plaza		
Internal Address:	Suite 420		
City:	Saint Cloud		
State/Country:	MINNESOTA		
Postal Code:	56301		
Entity Type:	LIMITED PARTNERSHIP: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2113390	HARD HAT	
CORRESPONDENCE DATA			
Fax Number:	(614)461-4198		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	614.281.3654		
Email:	smquimby@jonesday.com		
Correspondent Name:	Rick J. Gibson		
Address Line 1:	P.O. Box 165017		
Address Line 4:	Columbus, OHIO 43216-5017		
ATTORNEY DOCKET NUMBER:	120151-600001		
NAME OF SUBMITTER:	Rick J. Gibson		
Signature:	/rick j gibson/		

CH \$40.00 2113390

Date:

10/18/2005

Total Attachments: 3

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U.S. TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 18th day of October, 2005 (the "Effective Date"), by MTEC International, Ltd., a limited partnership organized under the laws of the State of Florida ("Assignor"), for the benefit of Quality Trailer Products, LP, a limited partnership organized and existing under the laws of the State of Texas ("Assignee"). Initially capitalized terms used herein and not defined shall have the meaning assigned to them in the Asset Purchase Agreement (as defined below).

WHEREAS, an Asset Purchase Agreement, dated as of the 17th day of October, 2005 (the "Asset Purchase Agreement") was entered into by and among Assignee, Assignor, Rockwell American Manufacturing Company, Ltd., a Texas limited partnership; and other parties listed on the signature page of the Asset Purchase Agreement, pursuant to which Assignee has agreed to acquire, and Assignor has agreed sell, certain of Assignor's assets and liabilities, including the Trademarks (as defined below);

WHEREAS, Assignor has adopted, used and/or is currently using and owns certain marks, and has agreed to assign to Assignee all of Assignor's right, title, and interest in and to all its US registered trademarks and service marks, including all common law rights therein and any pending applications for any of the foregoing, used in the operation of its trailer-part manufacturing and distribution business as set forth on Schedule A annexed hereto (collectively, "Marks") and the goodwill of the trailer-part manufacturing and distribution business associated with the Marks.

NOW, THEREFORE, for ten dollars (\$10.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged:

Assignor hereby sells, assigns, transfers, sets over, and delivers to Assignee, the Assignor's entire right, title and interest in and to the Marks, along with the goodwill of Assignor's in the trailer-part manufacturing and distribution business in connection with which the Marks are used, free and clear of any liens, the same to be held and enjoyed by said Assignee, its successors, assigns, or legal representatives, together with income, royalties, damages, or payments due on the date hereof or thereafter, including, without limitation, all claims for damages or payments by reason or infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor hereby covenants that it shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (i) in the implementation or perfection of this Assignment; and (ii) in the recordation of this Assignment with the United States Patent and Trademark Office.

Assignor hereby represents and warrants that its right, title and interest in and to the Patents are free and clear of any liens and encumbrances, that it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

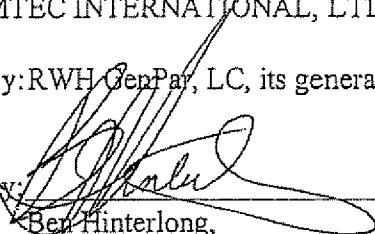
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interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

IN WITNESS WHEREOF, Assignor has hereunto set its hand and seal.


MTEC INTERNATIONAL, LTD.

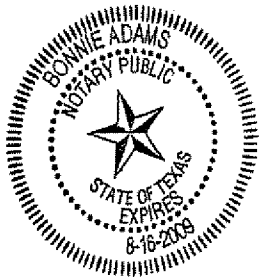
By: RWH GearPar, LC, its general partner

By: 
Ben Hinterlong,
President

STATE OF TX)
COUNTY OF Tarrant) SS:

On this ____ day of October, 2005, before me personally came Ben Hinterlong, to me known who, being duly sworn, did depose and say that he resides in the State of TX; and that he signed his name thereto.


Notary Public



Schedule "A"

MTEC International. Ltd.

SCHEDULE OF MARKS

Mark	Reg. Or Serial No.
HARD HAT	Fed. Reg. No. 2,113,390