

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BBi Enterprises, L.P.		10/25/2005	LIMITED PARTNERSHIP: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	BBi Enterprises Group, Inc.
<b>Street Address:</b>	36800 Woodward Avenue, Ste 200
<b>City:</b>	Bloomfield Hills
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48304
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>Name:</b>	BBi Enterprises Group, Ltd.
<b>Street Address:</b>	106 McMaster Avenue
<b>City:</b>	Ajax, Ontario
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	L1S 1R8
<b>Entity Type:</b>	CORPORATION: CANADA

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	76441656	LFT
Registration Number:	1989244	FLEX TRIM
Registration Number:	858165	PRES GLAS

**CORRESPONDENCE DATA**

Fax Number: (312)863-7496  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 3128637194

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Email: sonya.szot@goldbergkohn.com  
Correspondent Name: Sonya Szot  
Address Line 1: 55 E. Monroe Street, Suite 3700  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

2759.157

DOMESTIC REPRESENTATIVE

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:

Sonya Szot

Signature:

/Sonya Szot/

Date:

10/26/2005

Total Attachments: 7

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## ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

WHEREAS, BBi Enterprises, L.P., ("*Assignor*"), a Delaware Limited Partnership, with its principal place of business at 36800 Woodward Avenue, Bloomfield Hills, MI 48304, is the owner of the United States Patents and Patent Applications, and the inventions set forth therein; and has legal rights to and is the owner of all right, title, and interest in and to the pending marks, trademark applications and trademark registrations (collectively, "Intellectual Property Rights") set forth in the attached Schedule and incorporated herein by reference;

WHEREAS, BBi Enterprises Group, Inc., a Delaware corporation and BBi Enterprises Group, Ltd., a corporation organized under the federal laws of Canada (collectively ("*Assignee*"), is desirous of acquiring said Intellectual Property rights and the goodwill associated therewith;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the Marks, trademark applications and trademark registrations set forth in the attached Schedule, as well as all foreign trademark applications and trademark registrations that directly or indirectly claim priority to any trademark applications and trademark registrations listed in Schedule 1 and all foreign trademark applications and trademark registrations to which any of the trademark applications and trademark registrations listed in Schedule 1 claim priority, together with that portion of its business relating to the Marks and the goodwill appurtenant thereto; and in and to said Letters Patent and applications for Letters Patent set forth in the attached Schedule, including any and all divisional, continuation, continuation-in-part, reissues or extensions thereof, as well as all foreign patents and patent applications that directly or indirectly claim priority to any Letters Patent and applications for Letters Patent listed in Schedule 1 and all foreign patents and patent applications to which any of the Letters Patent and

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applications for Letters Patent listed in Schedule 1 claim priority. Assignor hereby assigns and sets over to Assignee the entire and exclusive right, title and interest in and to said inventions to be held and enjoyed by Assignor had this assignment not been made.

The Commissioner of Patents and Trademarks of the United States of America is hereby authorized to transfer the portion of the title indicated to said Letters Patent and applications for Letters Patent, trademark applications and trademark registrations to said Assignee in accordance herewith; this assignment being under covenant, not only that full power to make the same is had by the Assignor, but also that such assigned rights are not encumbered by any grant, license, or other right theretofore given. Assignor hereby undertakes to execute and deliver to Assignee upon request all lawful documents which may be requested by Assignee, and to furnish Assignee with all facts relating to said invention or mark as may be requested, to the extent such evidence is in the possession or control of Assignor.

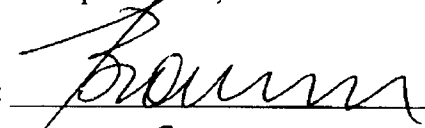
The undersigned hereby grant the firm of Foley & Lardner LLP, the power to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

*[Signatures on Next Page]*

IN WITNESS WHEREOF, Seller/Assignor and Buyers/Assignees have executed this Assignment of Intellectual Property Rights as of the 25 day of October, 2005.


**SELLER/ASSIGNOR:**

BBi Enterprises, L.P., a Delaware Limited Partnership


By:   
Its: CEO

**BUYERS/ASSIGNEES:**

BBi Enterprises Group, Inc., a Delaware Corporation

By:   
Its: VP

BBi Enterprises Group, Ltd., a corporation organized under the federal laws of Canada

By:   
Its: VP

**Schedule 1**  
**BBI Enterprises Intellectual Property**

**I. REGISTERED OR APPLIED FOR PATENTS**

REGISTERED U.S. PATENTS					
PATENT TITLE	US PATENT NO. APPLICATION NO.	DATE GRANTED OR FILED	STATUS	INVENTOR/OWNER/ CURRENT RE-ASSIGNEE	
Self-supporting impact resistant laminate	Main Pat.: 5565259 Division: 5258585	Oct. 15, 1996 Nov. 2, 1993	Granted/ Reassigned	Original Assignee: Indian Head Industries, Inc. Reassigned to BBI Enterprises, L.P. on 5/8/2001	
Self-supporting impact resistant laminate	Main Pat.: 5549776 Division: 5258585	Aug. 27, 1996 Nov. 2, 1993	Granted/ Reassigned	Original Assignee: Indian Head Industries, Inc. Reassigned to BBI Enterprises, L.P. on 5/8/2001	
Insulating laminate	Main Pat.: 5536556 Division: 5258585	July 16, 1996 Nov. 2, 1993	Expired/Reinstated (Dec. 6, 2001/ Reassigned	Original Assignee: Indian Head Industries, Inc. Reassigned to BBI Enterprises, L.P. on 5/8/2001	
Insulating laminate; Sound, Non-woven mat, high density closed-cell foam, reinforcing scrim	Main Pat.: 5258585	Nov. 2, 1993	Granted/ Reassigned	Original Assignee: Indian Head Industries, Inc. Reassigned to BBI Enterprises, L.P. on 5/8/2001	
Method of forming contoured fiberglass sheet; Resin impregnated, compressed and simultaneously cured	Main Pat.: 4385955	May 31, 1983	Granted/ Reassigned	Original Assignee: Detroit Gasket Reassigned to BBI Enterprises, L.P. on 5/8/2001	

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**Schedule 1**  
**BBI Enterprises Intellectual Property**

**II. REGISTERED OR APPLIED FOR TRADEMARKS**

U.S. TRADEMARKS					
MARK	REGISTRATION/ SERIAL NO.	DATE REGISTERED OR FILED	IC/GOODS	STATUS	OWNER
LFT	SN 76/441,656	August 20, 2002	IC 22: Loose fiber coating for use on vehicle components, such as interiors, trim panels, pillar panels, package tray shelves, head liners, trunk lining, sunshades	Pending	BBI Enterprises, L.P.
FLEX TRIM	REG NO: 1,989,244	July 23, 1996	IC 12: Headliners, interior trims, moldings and structural parts therefore for use in motor vehicle cabs including cars, trucks, vans and the like	Registered	Indian Head Industries, Inc. Assigned to BBI Enterprises, L.P. on 5/8/2001
PRES GLAS	REG. NO. 858,165	January 23, 1989	IC 17: Insulation and acoustical products in the form of rigid, semi-rigid, or flexible boards and/or molded shapes for vibration isolation, thermal insulation, and load supporting applications	Registered	Birma Products Corporation Assigned to BBI Enterprises, L.P. on 1/25/2002



Schedule 1

**BBI Enterprises Intellectual Property**

**III. UNREGISTERED OR COMMON LAW MARKS**

None

**IV. COPYRIGHTS AND TRADE DRESS**

None

**V. DOMAIN NAMES**

None

**VI. LICENSE AND OTHER ARGUMENTS OF INTELLECTUAL PROPERTY RIGHTS**

Borrowers do not currently have a license agreement between themselves.

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