

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
G.I. Plastek, Inc.		10/28/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	G.I. Plastek Limited Partnership		
Street Address:	3 Perkins Way		
City:	Newburyport		
State/Country:	MASSACHUSETTS		
Postal Code:	01950-4007		
Entity Type:	Limited Partnership: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2414519	PROTEK SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	(617)338-2880		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-338-2493		
Email:	trademarkadmin@sandw.com		
Correspondent Name:	Kimberly B. Herman		
Address Line 1:	One Post Office Square		
Address Line 2:	c/o Sullivan & Worcester LLP		
Address Line 4:	Boston, MASSACHUSETTS 02109		
NAME OF SUBMITTER:	Kimberly B. Herman		
Signature:	/hbk/		
Date:	10/28/2005		

CH \$40.00 2414519

Total Attachments: 7

900034988

**TRADEMARK
 REEL: 003183 FRAME: 0976**

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment Agreement"), dated as of October 28, 2005 (the "Effective Date"), is by and among G.I. Plastek, Inc., a Delaware Corporation (the "Assignor"), G.I. Plastek Limited Partnership, a Ohio Limited Partnership (the "Assignee") and Fleet Capital Corporation, a Rhode Island Corporation ("Fleet").

WITNESSETH:

WHEREAS, Assignor has adopted, used or acquired a certain trademark, identified on Schedule A hereto, and has applied for registration of such trademark (said trademark, including all registrations and applications for registrations thereof, together with the goodwill of the business in connection with which the trademark is used and all rights to sue and recover for past infringements or wrongful uses thereof everywhere in the world, being referred to herein as the "Assigned Mark"); and

WHEREAS, Assignor, as the owner of the Assigned Mark and Assignee wish to enter into this Assignment Agreement to consummate Assignee's acquisition and the transfer by Assignor to Assignee of all right, title and interest in and to the Assigned Mark.

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

1. *Transfer of Assigned Mark.* Assignor hereby sells, assigns, transfers and sets over to Assignee all right, title and interest in and to the Assigned Mark, together with any and all renewals and extensions of the applications or registrations for the Assigned Mark that may be secured under any applicable law now or hereafter in effect, and the right to oppose an application to register a trademark or cancel a registration for a trademark which may be confusing with the Assigned Mark.
2. *Cooperation.* Assignor shall provide to Assignee, its successors, assigns or other legal representatives, all reasonable cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths and other documentation, and the delivery of any and all samples, exhibits, specimens and the like in the control of Assignor):
 - (i) in the preparation and prosecution of any applications for registration or any applications for renewal of registrations covering the Assigned Mark;
 - (ii) in the prosecution or defense of any opposition, interference, infringement suits or other proceedings that may arise in connection with the Assigned Mark, including testifying as to any facts relating to the Assigned Mark or this Assignment Agreement (however, in the event of any opposition, interference, infringement suit or other proceedings that may arise in connection with the Assigned Mark or this Assignment Agreement, Assignee shall bear the entire cost thereof including

reimbursing Assignor for any substantiated expenses or disbursements associated with such actions and shall be entitled to retain the entire amount of any recovery or settlement, and Assignor may, if it so desires, also be represented by counsel of its own selection, the fees for which counsel shall be paid by Assignor); and

(iii) in the implementation or perfection of this Assignment Agreement.

2. *Binding Provisions.* This Assignment Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

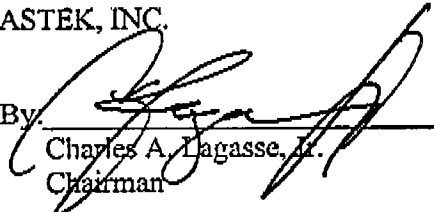
3. *Governing Law.* This Assignment Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts without reference to the choice of law principles thereof.

4. *Consent.* By signing this Assignment Agreement, Fleet hereby consents to the assignment of the Assigned Mark as herein set forth and agrees to waive its rights in the Assigned Mark under the Trademark and Security Agreement entered into by Assignee and Fleet as of June 1, 2002.

[next page is the signature page]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment Agreement as of the Effective Date.

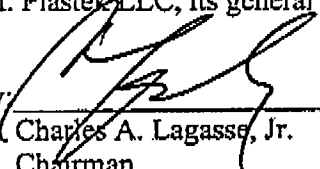
G.I. PLASTEK, INC.

By: 

Charles A. Lagasse, Jr.
Chairman

G.I. PLASTEK LIMITED PARTNERSHIP

By: G.I. Plastek LLC, its general partner

By: 

Charles A. Lagasse, Jr.
Chairman

FLEET CAPITAL CORPORATION

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment Agreement as of the Effective Date.

G.I. PLASTEK, INC.

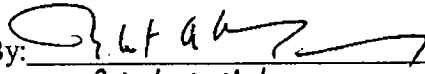
By: _____
Charles A. Lagasse, Jr.
Chairman

G.I. PLASTEK LIMITED PARTNERSHIP

By: G.I. Plastek LLC, its general partner

By: _____
Charles A. Lagasse, Jr.
Chairman

FLEET CAPITAL CORPORATION

By:  _____
Name: Robert A. Mahoney
Title: SVP

STATE OF *Mass.*)
)
COUNTY OF *Essex*) :SS

The foregoing instrument was acknowledged before me this 28th day of Oct., 2005, by Charles A. Lagasse, Jr., the Chairman of G.I Plastek, Inc. as his/her act and deed, and the free act and deed of said corporation.

Diane M. Arciero

Notary Public

My commission expires:

DIANE M. ARCIERO
Notary Public, Massachusetts
My Commission Expires May 9, 2008

STATE OF *Mass.*)
)
COUNTY OF *Essex*) :SS

The foregoing instrument was acknowledged before me this 28th day of Oct., 2005, by Charles A. Lagasse, Jr., the Chairman of G.I Plastek, Inc. as his/her act and deed, and the free act and deed of said corporation.

Diane M. Arciero

Notary Public

My commission expires:

DIANE M. ARCIERO
Notary Public, Massachusetts
My Commission Expires May 9, 2008

STATE OF)
)
COUNTY OF) :SS

The foregoing instrument was acknowledged before me this ___ day of _____, 2005, by _____, the _____ of Fleet Capital Corporation as his/her act and deed, and the free act and deed of said corporation.

Notary Public

My commission expires:

STATE OF)
) :ss
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____, 2005, by Charles A. Lagasse, Jr., the Chairman of G.I Plastek, Inc. as his/her act and deed, and the free act and deed of said corporation.

Notary Public
My commission expires:

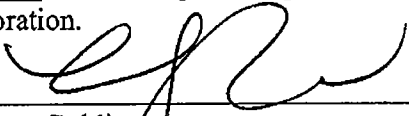
STATE OF)
) :ss
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____, 2005, by Charles A. Lagasse, Jr., the Chairman of G.I Plastek, Inc. as his/her act and deed, and the free act and deed of said corporation.

Notary Public
My commission expires:

STATE OF)
) :ss
COUNTY OF)

The foregoing instrument was acknowledged before me this 28th day of October, 2005, by Robert O'Mahony the SVP of Fleet Capital Corporation as his/her act and deed, and the free act and deed of said corporation.



Notary Public
My commission expires: **LISA A. GIAMPAOLO**
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 28, 2010

Schedule A

ASSIGNED MARK

Mark	Registration Date	Registration Number
PROTECK SYSTEMS	December 19, 2000	2414519