

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Speer Products, Inc.		12/20/2005	CORPORATION: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wellmark International		
<b>Street Address:</b>	1105 East Woodfield Road, Suite 200 West		
<b>City:</b>	Schaumburg		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60173		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2108022	DEEP 6	
<b>Registration Number:</b>	2127375	PATROL 1	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(949)567-6710		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-506-5000		
<b>Email:</b>	ipprosecution@orrick.com, awendel@orrick.com, bbreen@orrick.com		
<b>Correspondent Name:</b>	Bradford S. Breen		
<b>Address Line 1:</b>	4 Park Plaza, Suite 1600		
<b>Address Line 2:</b>	IP Prosecution Department		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614-2558		
<b>ATTORNEY DOCKET NUMBER:</b>	6257.100		
<b>NAME OF SUBMITTER:</b>	Bradford S. Breen		
<b>Signature:</b>	/Bradford Breen/		

CH \$65.00 2108022

Date:

01/04/2006

**Total Attachments: 3**

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## **TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (this "Assignment"), effective as of December 20, 2005 (the "Effective Date"), is made by SPEER PRODUCTS, INC., a corporation of the State of Tennessee having an address of 4242 B.F. Goodrich Boulevard, Memphis, Tennessee 38118 ("Assignor") for the benefit of WELLMARK INTERNATIONAL, a corporation organized under the laws of the state of California with a principal address at Suite 200 West, 1105 East Woodfield Road, Schaumburg, Illinois 60173 ("Assignee").

**WHEREAS**, Assignor is the current owner of the trademarks, trademark registrations and trademark applications identified on Schedule A hereto (hereinafter collectively referred to as "the Marks"), and

**WHEREAS**, Assignor, in connection with the sale of certain of its assets, pursuant to an Agreement of Purchase and Sale between Assignor and Assignee dated December 20, 2005 ("Purchase Agreement"), wishes to transfer, sell, assign, and convey the Marks, including all common law rights therein and all applications to register and registrations thereof, together with the goodwill that they represent and all right, title and interest thereto, to Assignee.

**NOW, THEREFORE**, for good and valuable consideration, including the consideration recited in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby transfers, sells, assigns, and conveys unto Assignee the Marks including all common law rights therein and all applications to register and registrations thereof and the good will that they represent, and all right, title and interest thereto, on a world-wide basis, as well as the right to sue and collect damages in Assignee's own name for any and all past, present or future infringement, dilution, or other injury to the goodwill thereof.

2. Assignor agrees to execute and deliver to Assignee such instruments of transfer and other documents as Assignee may request to effect the purposes of this Assignment.



# SCHEDULE A

File No.	Mark	Serial No. File Date	Reg. No. Reg. Date	Status
SHIR-011	DEEP 6	75/154,778 08/23/1996	2,108,022 10/21/1997	Registered
SHIR-001	PATROL 1 & design	75/234,487 01/31/1997	2,127,375 01/06/1998	Registered

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RECORDED: 01/04/2006

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REEL: 003220 FRAME: 0558