OP \$40.00 24145

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 Limited Partnership		11/03/2005	LIMITED PARTNERSHIP: OHIO

RECEIVING PARTY DATA

Name:	Romeo-Rim, Inc.	
Street Address:	74000 Van Dyke Avenue	
City:	Romeo	
State/Country:	MICHIGAN	
Postal Code:	48065	
Entity Type:	CORPORATION: NEVADA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2414519	PROTEK SYSTEMS

CORRESPONDENCE DATA

Fax Number: (330)376-9646

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 330-376-1242

Email: eggreive@rennerkenner.com

Correspondent Name: Edward G. Greive

Address Line 1: Fourth Floor, First National Tower
Address Line 4: Akron, OHIO 44308-1456

ATTORNEY DOCKET NUMBER:	ROM.C.US0007
NAME OF SUBMITTER:	Edward G. Greive
Signature:	/Edward G. Greive/
Date:	03/03/2006

TRADEMARK REEL: 003259 FRAME: 0697

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Total Attachments: 6
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TRADEMARK REEL: 003259 FRAME: 0698

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("<u>Trademark Assignment Agreement</u>"), dated as of November 3, 2005 (the "<u>Effective Date</u>"), is by and between G.I. PLASTEK LIMITED PARTNERSHIP, an Ohio limited partnership (the "<u>Assignor</u>"), and ROMEO-RIM, INC., a Nevada corporation ("<u>Assignee</u>").

WITNESSETH:

WHEREAS, Assignor has adopted, used or acquired a certain trademark, identified on *Schedule A* hereto, and has been granted a federal trademark registration by the United States Patent and Trademark Office (said trademark, including all registrations and applications for registrations thereof the "Assigned Mark"); and

WHEREAS, Assignor, as the owner of the Assigned Mark and Assignee wish to enter into this Trademark 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, including all rights to sue for past infringement or wrongful use thereof anywhere in the world.

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 the goodwill symbolized by 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, and all rights to sue and collect damages for infringement, known or unknown, whether occurring before or after the Effective Date.
- 2. Binding Provisions. This Trademark 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 Trademark Assignment Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to the choice of law principles thereof.

[next page is the signature page]

TRADEMARK REEL: 003259 FRAME: 0699 IN WITNESS WHEREOF, the parties hereto have executed and delivered this Trademark Assignment Agreement as of the Effective Date.

G.I. PLASTEK LIMITED PARTNERSHIP

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

By:
Charles A. Lagasse, Jr.
Chairman

ROMEO-RIM, ANC.

By: Name: James D. Van Tie

Title: Freasurer and Secretary

STATE OF OHID)		
STATE OF OHID COUNTY OF SUMMIT			
The foregoing instrum 2005, by JAMES D. VAN TIEM and deed, and the free act and	nent was acknown, the Transite of said control	wledged before me this <u>) (</u> LEFT AND ACTOR OF	Iday of Nowember as his act
		Notary Public	
		Notary Public	
		My commission expires:	
			NORA J. WHITTEN
			Attorney at Law NOTARY PUBLIC - STATE OF OHIO
STATE OF)		My Commission Has No Expiration Date Section 147.03 R.C.
)	:ss	3333011 1-17.00 1 1.0.
COUNTY OF)		
The foregoing instrum	nent was ackno	wledged before me this	day of
2005, by			
and deed, and the free act and	deed of said li	mited partnership.	
		•	
-			
		Notary Public	
		My commission expires:	

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

G.I. PLASTEK LIMITED PARTNERSHIP

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

By: Charles A Lagasse, Jr.
Chairman

ROMEO-RIM, INC.

By:
Name:
Title:

AT.
knowledged before me this 31 day of October, airman of G.I. Plastek LLC as his act and deed, and the Notary Public My commission expires: DANK M. ARCIERO RELAY PULLS My Commission Expires May 9, 2008
:ss
.33
cknowledged before me this day of, of as his act aid limited partnership.
Notary Public My commission expires:

SCHEDULE A

TRADEMARK:

PROTEK SYSTEMS

REGISTRATION NO. 2,414,519

COUNTRY: UNITED STATES

- 4 -

{B0446989; 3}

RECORDED: 03/03/2006

TRADEMARK REEL: 003259 FRAME: 0704