

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 |
|---------------------|----------|----------------|-----------------------|
| Teknor Apex Company | | 01/02/2007 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|------------------------------------|
| Name: | Superior Manufacturing Group, Inc. |
| Street Address: | 7171 W. 65th Street |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60638-4605 |
| Entity Type: | CORPORATION: ILLINOIS |

PROPERTY NUMBERS Total: 11

| Property Type | Number | Word Mark |
|----------------------|----------|---------------|
| Registration Number: | 1660933 | TEK-TOUGH |
| Registration Number: | 1305149 | OPTIMAT |
| Registration Number: | 2267285 | TEK-CONNECT |
| Registration Number: | 1186813 | SANI-TUFF |
| Registration Number: | 2679120 | |
| Registration Number: | 1162878 | ULTRAMAT |
| Registration Number: | 2922386 | FINGER SCRAPE |
| Registration Number: | 2644716 | |
| Serial Number: | 77056925 | SAN-EZE |
| Serial Number: | 77056922 | SAN-EZE II |
| Serial Number: | 77057129 | TEK-TOUGH JR |

CORRESPONDENCE DATA

Fax Number: (312)456-8435

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

CH \$290.00 1660933

Phone: 312-456-8449
Email: galism@gtlaw.com
Correspondent Name: Mark R. Galis
Address Line 1: 77 W. Wacker Drive
Address Line 2: Greenberg Traurig, LLP - Suite 2500
Address Line 4: Chicago, ILLINOIS 60601-1732

| | |
|-------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 078793.010200 |
| NAME OF SUBMITTER: | Mark R. Galis |
| Signature: | /Mark R. Galis/ |
| Date: | 01/12/2007 |

Total Attachments: 5

source=7B08CA00#page1.tif
source=7B08CA00#page2.tif
source=7B08CA00#page3.tif
source=7B08CA00#page4.tif
source=7B08CA00#page5.tif

**ASSIGNMENT OF TRADEMARKS
AND
THE REGISTRATIONS THEREOF**

Pursuant to that certain Asset Purchase Agreement entered into by and between Teknor Apex Company, a Delaware corporation (the "Assignor"), and Superior Manufacturing Group, Inc., an Illinois corporation ("Assignee"), dated as of December 13, 2006 (the "Agreement"), and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor does hereby sell, assign, convey and transfer to Assignee, its successors, assigns and legal representatives, all of Assignor's rights, title and interests in and to the Marks, Registrations and Applications identified in Exhibit A, Exhibit B and Exhibit C, attached hereto, and the attendant goodwill of the Business symbolized by the Marks, including, without limitation, the ownership of all causes of action for, and claims for damages by reason of, the past, present or future infringement of the Marks, or any of them.

Assignor hereby agrees that Assignee shall have the right to record this instrument of assignment in the United States Patent and Trademark Office.

Assignor further agrees, at the request of Assignee, to the extent reasonable, to: (i) execute and have executed any and all other documents, and to provide whatever information may be reasonably required, to carry out the terms and intent of this Assignment; and (ii) fully cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of assignment with the United States Patent and Trademark Office and any applicable foreign agency or government office, so that Assignee's rights in and to the Marks, Registrations and Applications are made of record.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed on the date indicated below.

Dated: January 2, 2007

TEKNOR APEX COMPANY

By: Jonathan D. Fain
Its: President

State of Rhode Island)
) SS
County of Providence)

On this 2nd day of January 2007, before me, the undersigned Notary Public, personally appeared Jonathan D. Fain, personally known to me OR proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Kathleen M Cambola

Notary Public

Term Expires: November 7, 2010
ID# 44083

EXHIBIT A

REGISTERED TRADEMARKS

| Mark | Reg. No. |
|--------------------|-----------------|
| Tek-Tough | 1,660,933 |
| Optimat | 1,305,149 |
| Tek-Connect | 2,267,285 |
| Sani-TUFF | 1,186,813 |
| [Stylized-Octagon] | 2,679,120 |
| Ultramat* | 1,162,878 |
| Finger Scrape* | 2,922,386 |
| [Stylized-Fan]* | 2,644,716 |

EXHIBIT B

TRADEMARK APPLICATIONS

| Mark | Serial. No. |
|--------------|--------------------|
| San-Eze | 77/056,925 |
| San-Eze II | 77/056,922 |
| Tek-Tough Jr | 77/057,129 |

EXHIBIT C

UNREGISTERED TRADEMARKS

| | | |
|----------------|--------------------|--------------------|
| Step Light | Traction Mat | Footsaver |
| Hercules | MBoss | Rainbow Pak |
| Plasti-TUFF | Rak-A-Mat | SuperFoam* |
| SuperFlow* | Grip True* | Multi-Mat II* |
| Challenger* | Corrugated Runner* | Ridge Scraper* |
| Competitor* | Click Mat Solid* | Challenger Lite* |
| Jet Print* | Graphic Tuft* | Coil Image* |
| Coil Mat* | Atlantic Olefin* | Patriot Polyester* |
| Bristol Ridge* | Chevron* | Comfort Rest* |
| Plasti-Tile* | | |

*Subject to license by Assignor to Passport Carpets, Inc.