

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	09/26/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
W. David Tucker		03/16/2007	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Omni Sales, Inc
Street Address:	641 S. Vermont Street
City:	Palatine
State/Country:	ILLINOIS
Postal Code:	60067
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2553762	BACK COUNTRY
Registration Number:	2339303	BACK COUNTRY
Registration Number:	2001864	TRIGGER-LOCK
Registration Number:	2001863	BACK-COUNTRY
Registration Number:	1874622	TEK-SPORT
Registration Number:	1874621	TEK SPORT
Registration Number:	1715470	TEKSTYLE

CORRESPONDENCE DATA

Fax Number: (312)551-1101
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-551-8300
 Email: ssmilie@pfs-law.com
 Correspondent Name: Patzik, Frank & Samotny Ltd.

CH \$190.00 2553762

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Address Line 2: Suite 1500
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 4533-001

NAME OF SUBMITTER: Scott W. Smilie

Signature: /scott.w.smilie/

Date: 03/23/2007

Total Attachments: 4
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ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which is hereby acknowledged, **W. DAVID TUCKER**, a U.S. citizen residing at 25 Seneca West, Hawthorn Woods, IL 60047 (hereinafter sometimes referred to as "ASSIGNOR") hereby nunc pro tunc transfers, assigns, and conveys as of September 26, 2006 to **OMNI SALES, LLC**, an Illinois limited liability company have a business address of 641 S. Vermont Street, Palatine, IL 60067 (hereinafter sometimes referred to as "ASSIGNEE"), ASSIGNOR's entire worldwide right, title and interest in and to the trademark registrations, trade names, service marks, and/or trademark applications respectively listed on Schedule A, attached hereto and made a part hereof, as well as any goodwill associated with the business symbolized by the trade names, trademarks and/or service marks and any and all common law trademark rights associated therewith; and ASSIGNOR's entire worldwide right, title and interest in and to the United States and foreign patents listed on Schedule B, attached hereto and made a part hereof as well as any and all continuations, continuations-in-part, divisionals and/or other applications claiming priority therefrom; and any and all renewals thereof, if any; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; and any and all United States and/or foreign registrations and patents which may issue on the same or related applications in the future.

ASSIGNOR hereby covenants and warrants that it has the full right to convey the above-described worldwide right, title and interests by this instrument, free of any encumbrances, and that no other agreement has been or will be executed in conflict herewith.

ASSIGNOR agrees to perform all affirmative acts which may be necessary or desirable to record and/or perfect the above-described transfer of patent, trademark and copyright rights or to maintain said patents and registrations before the Patent, Trademark and Copyright Offices of the United States and any and all foreign countries, at ASSIGNEE's expense, as well as to cooperate with ASSIGNEE in obtaining and/or providing information required in any proceedings relating to said patent, trademarks and copyrights.

ASSIGNOR further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all additional trademark and service mark registrations or amended registrations that have seen or may be granted upon any application or petition for same, to ASSIGNEE, its successors and/or assigns.

ASSIGNOR hereby grants to ASSIGNEE the authority and power to insert on this instrument any further identification, which may be necessary or desirable for purposes of recordation in the Patent and Trademark Offices of the United States and any and all foreign countries.

Assignor:

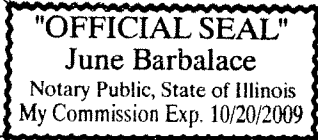
W. David Tucker
W. DAVID TUCKER

Date: MARCH 16, 2007

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

This instrument was subscribed and sworn to before me on this 16 day of March, 2007 by W David Tucker.

June Barbalace
NOTARY PUBLIC



SEAL

Assignee:

W. David Tucker
OMNI SALES, LLC, an Illinois limited liability company

By: W. David Tucker

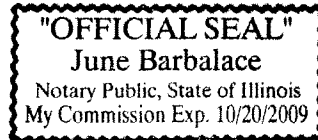
Title: Member

Date: MARCH 16, 2007

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

This instrument was subscribed and sworn to before me on this 16 day of MARCH, 2007 by W David Tucker.

June Barbalace
NOTARY PUBLIC



SEAL

SCHEDULE A

UNITED STATES REGISTRATIONS

<u>MARK</u>	<u>REGISTRATION NO.</u>
BACK COUNTRY	2553762
BACK COUNTRY	2339303
TRIGGER-LOCK	2001864
BACK-COUNTRY	2001863
TEK-SPORT	1874622
TEK SPORT and Design	1874621
TEKSTYLE	1715470

SCHEDULE B

UNITED STATES PATENTS

<u>TITLE</u>	<u>PATENT NO.</u>
Fasteners for truck bed covers	6,669,264
Flip hatch tonneau cover	6,076,881
Tonneau cover apparatus	5,788,315
Step insert	D395,268
Latching crossbar apparatus for truck bed covers	5,472,256
Apparatus for attaching a cover for an open-topped vehicle enclosure, with optional cargo carriers	5,261,719
Apparatus for attaching a cover for an open-topped vehicle enclosure	5,152,574

FOREIGN PATENTS

<u>TITLE</u>	<u>PATENT NO.</u>
Apparatus for attaching a cover for an open-topped vehicle enclosure	2,061,165
Step Insert	1997-2664