

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
Penda Corporation		07/31/2007	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Penda Acquisition, Inc.
Street Address:	2344 W. Wisconsin Street
City:	Portage
State/Country:	WISCONSIN
Postal Code:	53901
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	78595396	FINALLY, SMARTER SOLUTIONS IN WATER MANAGEMENT
Registration Number:	1713010	HIDE A HOOK
Registration Number:	1673378	
Registration Number:	1885959	PENDA
Registration Number:	2167012	PENDA TRUCK ACCESSORIES
Registration Number:	1319282	PENDALINER
Registration Number:	1325625	PENDALINER
Serial Number:	78554557	SMARTDITCH
Serial Number:	75814735	TUFFLOCK
Serial Number:	78773632	VENTURE
Serial Number:	78595417	

CORRESPONDENCE DATA

Fax Number: (608)257-1507

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

900090620

**TRADEMARK
 REEL: 003650 FRAME: 0910**

OP \$290.00 78595396

Phone: (608) 257-7766
Email: docket_tlong@lathropclark.com
Correspondent Name: Theodore J. Long
Address Line 1: 740 Regent Street
Address Line 2: Suite 400
Address Line 4: Madison, WISCONSIN 53715

ATTORNEY DOCKET NUMBER:	PENDA-1
NAME OF SUBMITTER:	Theodore J. Long
Signature:	/theodore j long/
Date:	10/31/2007

Total Attachments: 7

source=TrademarkAssignment#page1.tif
source=TrademarkAssignment#page2.tif
source=TrademarkAssignment#page3.tif
source=TrademarkAssignment#page4.tif
source=TrademarkAssignment#page5.tif
source=TrademarkAssignment#page6.tif
source=TrademarkAssignment#page7.tif

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "*Trademark Assignment*") is entered into as of July 31, 2007 (the "*Effective Date*") by and between Penda Corporation, a Florida corporation ("*Assignor*"), and Penda Acquisition, Inc., a Delaware corporation ("*Assignee*"). This Trademark Assignment is being entered into pursuant to that certain Asset Purchase Agreement dated as of July 31, 2007 to which Assignor and Assignee are parties.

WHEREAS, Assignor has adopted, used, is using, and is the owner of the following trademarks and the trademark applications for registration in the United States of America and any foreign counterparts or equivalents thereto, existing now or in the future, set forth on Exhibit A (collectively, the "*Trademarks*"); and

WHEREAS, Assignee is desirous of acquiring the Trademarks;

NOW, THEREFORE,, in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged; ASSIGNOR hereby assigns to the ASSIGNEE, including its successors and assigns, all of ASSIGNOR's right, title and interest in the Trademarks, together with the goodwill of the business symbolized by the Trademarks along with all claims to prior infringement of the Trademarks;

ASSIGNOR also assigns, all its right, title and interest in and to the Trademarks in all foreign countries, and all applications for trademark registrations in foreign countries on said trademark and any Certificates of Registration which may evolve therefrom; and

ASSIGNOR hereby irrevocably appoints Assignee as its true and lawful attorney-in-fact on Assignor's and Assignee's behalf and in Assignor's and/or Assignee's name, place and stead, to execute any further documents or instruments and do any and all further acts that may be deemed necessary or desirable by Assignee or its successors, assigns or other legal representatives, to effect the conveyance to the Assignee and its successors, assigns and other legal representatives, of the right, title and interest whose conveyance is made hereby, and to enable such right, title and interest to be recorded in the United States and all foreign countries, and to enable Assignee and its successors, assigns and other legal representatives to sustain or

renew any Trademarks, and to maintain, perfect, support and protect the right, title and interest of Assignee and its successors, assigns and other legal representatives, in and to the Trademarks and any registrations issued in connection therewith

ASSIGNOR agrees to execute any papers or perform any acts required to establish, vest or protect the ASSIGNEE's rights therein, without any additional payment therefore, but without any expense to ASSIGNOR.

[Signature Page Follows]

IN WITNESS WHEREOF, this assignment has been signed on behalf of Assignor as of the date first written above.

PENDA CORPORATION

[Handwritten Signature]
By: *[Handwritten Signature]*
Title: *President*

State South Carolina)
City COLUMBIA) S S

Subscribed and sworn to before me this July, 2007.

[Handwritten Signature]
Notary Public
My Commission Expires April 14 20

EXHIBIT A

Trademarks

Mark	Country	Status	Owner / Assignee	App Year	App #	Reg. #	Date Issued
Cubre Pick Up Penda	Chile	Issued - Obtained by Assignment from Kovacs S.A. Assignment recorded April 2002	Penda	3/23/1995	680.094 (renewal) 275.357 (original)	725.646 renewal of 441.971	8/8/2005 (renewal) 3/23/1995 (original)
Elite	USA	Common Law TM	Penda	NA	NA	NA	NA
Finally, Smarter Solutions In Water Management	USA	Allowed 9/12/2006	Penda	2005	78/595,396		
Hide-A-Hook	USA	Issued	Penda	2/8/1991	74/137,621	1,713,010	09/08/92
Hide-A-Hook Logo (1998 Version)	USA	Common Law TM	Penda	NA	NA	NA	NA
Miscellaneous Design - Bedliner Design with Ribs for Sidewall	USA	Issued	Penda	6/11/1990	67,652	1,673,378	01/28/92
Penda	Venezuela	Issued	Penda	1995	1840-1995	P189417	04/26/96
Penda	Venezuela	Pending	Penda	4/26/2001	6848-2001		
Penda	USA	Issued	Penda	3/28/1994	74/506,848	1,885,959	03/28/95
Penda	Saudi Arabia	Issued	Penda	4/21/2001	70,784	61,651	03/03/02
Penda	Mexico	Issued	Penda	4/25/2001	482,207	706,931	07/25/01
Penda	Japan	Issued	Penda	1984	129,425	1,944,734	
Penda	Japan	Issued	Penda	1984	129,423	2,160,290	03/17/89
Penda	Israel	Issued	Penda	4/24/2001	148,586	148,586	02/05/02

Mark	Country	Status	Owner / Assignee	App Year	App #	Reg. #	Date Issued
Penda	Chile	Issued	Penda	6/15/2001	531,527	672,415	09/02/03
Penda	Canada	Issued	Penda	5/4/2001	1,102,347	TMA 587,214	08/14/03
Penda	Brazil	Issued	Penda	6/12/1995	818,965,118	818,965,118	5/9/2000
Penda	Argentina	Issued	Penda	4/24/2001	2,335,999	1.984.916	07/07/04
Penda as "Cubre Pickup Penda"	Chile	Issued	Penda Corporation			441,971	03/23/95
Penda Premier Plastics	USA - Wisconsin	State Registered TM	Penda	2003			10/29/2003
Penda Truck Accessories & Design	USA	Issued	Penda	11/20/1996	75/200,866	2,167,012	06/23/98
Pendaliner	Venezuela	Pending	Penda	3/6/2001	3599-2001		
Pendaliner	USA	Issued	Penda	4/27/1984	73/477,635	1,319,282	02/12/85
Pendaliner	Saudi Arabia	Issued	Penda	1999	49,668	507/94	11/17/1999
Pendaliner	Mexico	Issued	Penda	4/25/2001	482,206	706,930	07/25/01
Pendaliner	Korea	Issued	Penda	10/22/2003	40-2003-0046370	0608138	02/07/05
Pendaliner	Israel	Issued	Penda	4/24/2001	148,587	148,587	02/05/02
Pendaliner	Chile	Issued	Penda	6/15/2001	531,528	672,416	09/02/03
Pendaliner	Canada	Issued	Penda	4/28/1998	875,484	TMA511,286	04/29/99
Pendaliner	Brazil	Issued under 817,278,133	Penda	1995	818,987,006	817,278,133	10/26/1998

Mark	Country	Status	Owner / Assignee	App Year	App #	Reg. #	Date Issued
Pendaliner	Brazil	Issued	Penda by assignment from Bodyguard Benton Imp.Exp and Repres. Ltd.	1995	817,278,133	817,278,133	10/26/1998
Pendaliner	Argentina	Issued	Penda	4/24/2001	2,336,000	2.002.442	12/14/2004
Pendaliner & Design	USA	Issued	Penda	4/27/1984	73/477,637	1,325,625	03/19/85
Pro	USA	Common Law TM	Penda	NA	NA	NA	NA
Pro Series	USA	Common Law TM	Penda	NA	NA	NA	NA
Skid Resistor	USA	Common Law TM	Penda				
SmartDitch	USA	Allowed 9/5/2006	Penda	1/26/2005	78/554,557		
SR	USA	Common Law TM	Penda	NA	NA	NA	NA
Tri-Glas	Bolivia	Issued	Penda	2/15/1996	28866 or 96-0632	69993-C	01/11/99
Tri-Glas & Design	Bolivia	Issued	Penda	2/15/1996	29182 or 96-0632	70017-C	01/18/99
Tri-Glas Logo	Brazil	Issued	Penda	2/1/1996	819,110,698	819,110,698	11/10/98
Tuff Grip	USA	Common Law TM	Penda	NA	NA	NA	NA
TUFF LINER	Venezuela	Pending	Penda	3/6/2001	3598-2001		
TUFF LINER	Saudi Arabia	Pending	Penda	2/17/2001	69526		
TUFF LINER	Mexico	Issued	Penda	2/28/2001	473179	703,500	21-Jun-01
TUFF LINER	Canada	Pending	Penda	2/15/2001	1,092,915		
Tufflock	USA	Common Law TM	Penda	1995	75814735		
Venture	USA	Issued	Penda	2005	78,773,632	3,168,412	11/7/2006
V-Hinge	USA	Common Law TM	Penda				

Mark	Country	Status	Owner / Assignee	App Year	App #	Reg. #	Date Issued
V-Tech	USA	Common Law TM	Penda				
Water Drop Logo	USA	Filed	Penda	2005	78,595,417		