

11-08-2007

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
States Patent and Trademark Office



RECC  
TF

103459772

11-7-07

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

TT Technologies, Inc.  
1687 Woodlands Drive  
Maumee, OH 43537

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: OH
- Other

Citizenship (see guidelines)

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) June 2, 2006

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: HMF Express, LLC

Internal Address:

Street Address: 2501 Northchase Pkwy

City: Wilmington

State: NC

Country: Zip: 28405

- Association
  - General Partnership
  - Limited Partnership
  - Corporation
  - Other
- Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2620941

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

HMF Manufacturers, Filing Date September 4, 2001

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Bob Drach

Internal Address: HMF Express, LLC

Street Address: 2501 Northchase Parkway

City: Wilmington

State: NC Zip: 28405

Phone Number: 910 452 1845

Fax Number: 910 799 5893

Email Address: bdrach@hmfexpress.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

- a. Credit Card Last 4 Numbers \_\_\_\_\_ Expiration Date 11/07/2007
- b. Deposit Account Number 00000057 2620941 01 FC:8521  
Authorized User Name \_\_\_\_\_

9. Signature:

[Signature]

11-5-07

Date

Bob Drach, President, HMF Express, LLC  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 14

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## QUITCLAIM TRADEMARK ASSIGNMENT

THIS QUITCLAIM TRADEMARK ASSIGNMENT is entered into as of June 2, 2006 (this "Assignment") by and between THERMA-TRU CORP., an Ohio corporation and TT TECHNOLOGIES, INC., a Delaware corporation (collectively "Therma-Tru"), and HMF EXPRESS, LLC, a North Carolina limited liability company ("Assignee").

### **RECITALS:**

WHEREAS, Therma-Tru desires to quitclaim and assign to Assignee, and Assignee desires to purchase from Therma-Tru, whatever right, title and interest Therma-Tru may have in certain marks and service marks described on Schedule A ("Trademarks") in the United States, together with whatever goodwill Therma-Tru may have as symbolized by such Trademarks.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Trademark Assignment. Therma-Tru hereby quitclaims and assigns to Assignee the following:

(a) Therma-Tru's entire right, title and interest (to whatever extent) in and to the Trademarks in the United States and its territorial possessions, and any and all renewals and extensions (or any legal equivalent) thereof for the full term or terms for which the same may be granted, together with any of Therma-Tru's goodwill associated with such Trademarks; and

(b) all claims, demands and rights of action against third parties, both statutory and based upon common law, that Therma-Tru has or might have by reason of any infringement or any related claims, including but not limited to dilution and unfair competition, of any Trademark prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Assignee's own name provided that Assignee has no cause of action or claim relative to use of the Trademarks by others as permitted by the Asset Purchase Agreement signed by the parties contemporaneously with this Assignment.

2. No Representations or Warranties. Assignee understands and agrees that no express or implied representations or warranties are made by Therma-Tru in this Assignment relative to the Trademarks or any other rights transferred here. Without limiting the foregoing, Therma-Tru makes no representations or warranties in this Assignment about the enforceability or registrability of the Trademarks or its title to such Trademarks. Except as expressly conveyed in this Assignment, Therma-Tru reserves all other rights exclusively for itself.

3. Amendment. This Assignment may not be amended or supplemented orally, but only by an instrument in writing signed by Therma-Tru and Assignee.

4. GOVERNING LAW. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF NORTH CAROLINA, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.

6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(Signature Page Follows)

IN WITNESS WHEREOF, each of Therma-Tru and Assignee has caused this Quitclaim Trademark Assignment to be executed as of the date first written above.

THERMA-TRU CORP.

By: Carl B. Hedlund

Name: Carl Hedlund

Title: President & Chief Executive Officer

ATTEST:

D. D. [Signature] SVP  
Name, Title

TT TECHNOLOGIES, INC.

By: Carl B. Hedlund

Name: Carl Hedlund

Title: President & Chief Executive Officer

ATTEST:

D. D. [Signature] SVP  
Name, Title

HMF EXPRESS, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Name, Title

QUITCLAIM TRADEMARK ASSIGNMENT

IN WITNESS WHEREOF, each of Therma-Tru and Assignee has caused this Quitclaim Trademark Assignment to be executed as of the date first written above.

**THERMA-TRU CORP.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Name, Title

**TT TECHNOLOGIES, INC.**

By: \_\_\_\_\_

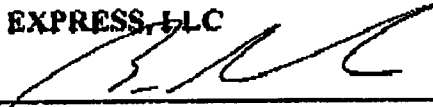
Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Name, Title

**HMF EXPRESS, LLC**

By: 

Name: Robert D. Drach

Title: President / Manager


ATTEST:

\_\_\_\_\_  
Name, Title

QUITCLAIM TRADEMARK ASSIGNMENT

**SCHEDULE A**

**Therma-Tru Corp.  
Trademark List**

<b>Trademark</b>	<b>Country</b>	<b>Reg. No.</b>	<b>Filing Date</b>
HMF MANUFACTURERS	United States	2620941	04 Sep 2001
	United States	2671506	04 Sep 2001