

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
National Molding Corp.		07/01/2008	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	National Molding, LLC		
Street Address:	3 Dubon Court		
City:	Farmingdale		
State/Country:	NEW YORK		
Postal Code:	11735		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2414143	N	
Registration Number:	2353471	NATIONAL MOLDING	
Registration Number:	0863291	N	
Registration Number:	1562637	NATIONAL MOLDING CORP.	
CORRESPONDENCE DATA			
Fax Number:	(212)643-6500		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	pto@sillscummis.com		
Correspondent Name:	Sills Cummis & Gross P.C.		
Address Line 1:	One Rockefeller Plaza		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	01970233.000009		
NAME OF SUBMITTER:	Joseph Anscher		
Signature:	/Joseph Anscher/		

CH \$115.00 2414143

Date:

08/01/2008

Total Attachments: 7

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS Agreement (this "Assignment") is entered into as of this 15th day of ~~June~~^{July}, 2008 (the "Effective Date") by and among the following parties (collectively referred to as the "Parties");

AN-TEK HOLDING CORP., a New York corporation ("An-Tek") and NATIONAL MOLDING CORP., a New York corporation ("NMC") (collectively referred to herein as the "Companies"); and

JOSEPH ANSCHER ("Anscher"); and

NATIONAL MOLDING, LLC, a Delaware limited liability company (the "Buyer").

WHEREAS, this Assignment is being made in connection with a Purchase Agreement, dated ~~June~~^{July} 4, 2008, by and among the Companies and Anscher (herein collectively referred to as "Assignors") and the Buyer (herein referred to as "Assignee").

WHEREAS, pursuant to the Purchase Agreements, Assignors have agreed to assign, transfer, convey and deliver to Assignee all of Assignors' rights, title and interest in and to the Trademarks (as defined below);

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the consummation of the transactions contemplated in the Purchase Agreement and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows.

SECTION 1

ASSIGNMENT

1.1 Assignors hereby assign, convey and transfer to Assignee, its successors and assigns, certain of its rights obligations and liabilities as follows:

(a) All worldwide right, title and interest in, to and under the United States and foreign trademarks and trademark applications listed on **Schedule A** to this Assignment (together, the "Trademarks");

(b) All worldwide right, title and interest in, to and under all common law rights and all goodwill associated with the Trademarks; all rights of priority in any Trademark, together with all income and royalties arising out of the rights assigned

hereby and all rights to recover damages for past infringements and any other causes of action related to any Trademark; any and all renewals and extensions of rights associated with any Trademark that may hereafter be secured under the laws of the United States or any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from the Effective Date as fully and entirely the same as would have been held and enjoyed by Assignors had this Assignment not been made.

1.2 Assignors and Assignee agree that as of the Effective Date, Assignee may apply for and receive additional trademarks for any subject matter related to the Trademarks or the assets in the Purchase Agreement, including registration of existing Trademarks in new classes, as well as continue prosecution of the Trademarks in Assignee's own name.

1.3 Assignors hereby grant Assignee the power to insert in this Assignment any further indemnification(s) that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, the World Intellectual Property Organization, or rules of any other entities including without limitation, United States or foreign governments or foreign or international trademark offices, for recordation or other recognition of this document.

1.4 Assignee hereby accepts and assumes all the rights subject to the present Assignment. As of the Effective Date, Assignors shall have no further rights, obligations and liabilities of any kind whatsoever related to the Trademarks for any matter arising on or after the Effective Date, except as provided in Section 5.4 herein.

SECTION 2

PAYMENTS

2.1 Payment of fees. In consideration of the foregoing Assignment, Assignee agrees to pay Assignors \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged.

SECTION 3

TERM

3.1 Term. The term of this Assignment shall commence on the Effective Date and continue until the expiration of Assignee's obligations.

3.2 Survival. The following provisions shall survive termination of this Assignment: Sections 4 and 5.

SECTION 4

CHOICE OF LAW

4.1 Except to the extent that federal law preempts state law with respect to the matters covered by this Assignment, this Assignment shall be construed in accordance with, and governed in all respects by, the laws of the State of New York, without giving effect to principles of conflict of laws.

SECTION 5

MISCELLANEOUS

5.1 Entire Agreement

This Assignment contains the entire agreement among the Parties with respect to the Trademarks and supersedes all prior oral or written communications or agreements with respect thereto. This Assignment may be modified only by a subsequent written agreement signed by Assignee and Anscher.

5.2 Severability

If any provision of this Assignment is held to be void or unenforceable by a court of competent jurisdiction because it is invalid or in conflict with any law of relevant jurisdiction, such provision shall be severed from this Assignment, which shall otherwise remain in full force and effect.

5.3 Waiver

No waiver of any rights shall be effective unless assented to in writing by all Parties hereto and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.

5.4 Further Assurances

Assignees hereby agree to duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including without limitation, the contacting of individuals with relevant knowledge related to the subject matter or previous prosecution of the Trademarks, and the filing of such additional assignments, agreements, declarations, affidavits, documents and other instruments, that may be necessary for prosecution of the Trademarks, or of evidencing the assignment or ownership of the Trademarks; or otherwise as Assignee may at any time reasonably request in connection with this Assignment or to carry out more effectively the provisions and purposes hereof or to better assure and confirm unto such other Party its rights and remedies under this Assignment. All filing and recording fees shall be the responsibility of Assignee.

5.5 Confidentiality

The Companies, the Stockholder and the Related Parties shall maintain the terms and conditions of this Assignment, and any business, financial, scientific, technical or other information reasonably believed to be confidential information of the Buyer, in strict confidence and not disclose them to any entity or person; provided, however, that the Companies, the Stockholder and the Related Parties may disclose information as required by law; and provided further that confidential information shall not include information that (a) is generally available to the public on the date of this Assignment, or (b) becomes generally available to the public other than as a result of a disclosure by the Companies, the Stockholder or the Related Parties in violation of this Assignment.


5.6 Counterparts

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

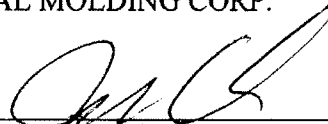
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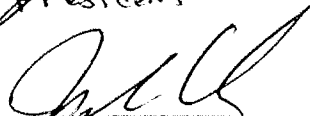
IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed in duplicate by their duly authorized representatives as of the date first written above.

AN-TEK HOLDING CORP.

By: 
Name: JOSEPH ANSCHER
Title: PRES

NATIONAL MOLDING CORP.

By: 
Name: Joseph Anshcher
Title: President


JOSEPH ANSCHER

NATIONAL MOLDING LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed in duplicate by their duly authorized representatives as of the date first written above.

AN-TEK HOLDING CORP.

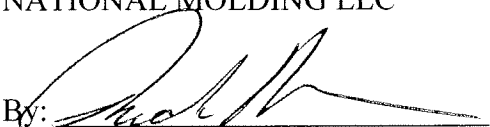
By: _____
Name:
Title:

NATIONAL MOLDING CORP.

By: _____
Name:
Title:

JOSEPH ANSCHER

NATIONAL MOLDING LLC

By: 
Name: Richard L. Baum, Jr.
Title: Authorized Person

Schedule A

Trademarks

United States

1. "N" design Federal Registration No. 2,414,143 in Class 40
2. National Molding Federal Registration No. 2,353,471 in Class 40, 26
3. N Logo Federal Registration No. 0863291 in class 40
4. National Molding Corp Federal Registration No. 1,562,637 in Class 40

Community Trademark

1. Fake Test 1 Federal Registration No. 6,841,878 in Classes, 7, 9, 11, 12,19
2. National Molding Federal Registration No. 1,209,345 in Class 26

China

1. "N" Logo Registration No. 4,029,556 in Class 26
2. National Molding Shanghai Application No. 4029555
3. National Molding Shanghai Logo Registration No. 4,047,604
4. National Molding Registration No. 1,739,417 in Class 40
5. National Molding Registration No. 3,753,328 in Class 26
6. National Molding in Chinese characters (Guojia Moju) Registration No. 4,047,605 in Class 26
7. Duonaifu Federal Registration No. 1,584,892 in Class 26
8. UNI Molding Federal Registration No. 4,295,271 in Class 40
9. Hetero-Cavity Application No. 4,295,270

Hong Kong

1. National Molding Registration No. B04396 in Class 26
2. National Molding Registration No. B04397 in Class 40

Taiwan

1. National Molding Registration No. 164,955 in Class 40 & 26
2. National Molding Registration No. 1,008,390 in Class 26

Vietnam

1. National Molding Registration No. 80786 in Class 26
2. "N" Logo Registration No. 80812 in Classes 26 & 40