

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
Burtek, Inc.		02/02/2012	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Burtek Enterprises Inc.		
Street Address:	50405 Patricia Avenue		
City:	Chesterfield		
State/Country:	MICHIGAN		
Postal Code:	48051		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1967128	BURTEK	
Registration Number:	4018394	ENGINEERED TO DEFEND	
Registration Number:	1720920	BURTEK	
Registration Number:	2396207	FIGHTING VEHICLES	
CORRESPONDENCE DATA			
Fax Number:	(414)297-4900		
Phone:	4142712400		
Email:	eschmalz@foley.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Eric M. Schmalz		
Address Line 1:	777 East Wisconsin Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	036901-0127		
NAME OF SUBMITTER:	Eric M. Schmalz		

OP \$115.00 1967128

Signature:	/Eric M. Schmalz/
Date:	02/13/2012
Total Attachments: 4 source=trademark assignment#page1.tif source=trademark assignment#page2.tif source=trademark assignment#page3.tif source=trademark assignment#page4.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "**Assignment**") is effective and entered into on February 2, 2012, by and between Burtek, Inc., a Michigan corporation ("Assignor") and Burtek Enterprises Inc., a Delaware corporation ("Assignee").

WHEREAS, pursuant to the Asset Purchase Agreement dated January, 6, 2012, as amended on January 27, 2012 by and between Barry P. Lefkowitz of BBK, Ltd., in his capacity as the court-appointed Receiver of the assets of Assignor, as Seller, and Assignee, as Buyer (as amended, the "Purchase Agreement"), Assignor has agreed to assign the trademarks and service marks BURTEK, ENGINEERED TO DEFEND and FIGHTING VEHICLES, and the registrations therefor listed on the attached *Schedule A* (such trademarks and service marks being referred to herein as the "**Marks**") to Assignee; and

WHEREAS, Assignor and Assignee are desirous of making this Assignment a matter of record in the U.S. Patent and Trademark Office and with any other appropriate foreign or international office or registrar.

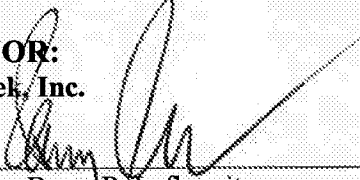
NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor does hereby sell, assign and transfer to Assignee, and Assignee does hereby accept, the entire right, title and interest of Assignor in and to the Marks, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, together with the goodwill of the business in connection with which the Marks are used and all rights of enforcement and recovery for past, present or future infringements or unauthorized uses of the Marks.
2. In the event of any ambiguity or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall prevail.
3. This Assignment and each of its provisions shall be binding on and shall inure to the benefit of the respective successors and assigns of Assignor and Assignee. No provision of this Assignment is intended to benefit, nor shall any such provision be enforceable by, any person or entity other than Assignor and Assignee and their respective successors and assigns.
4. Assignor will cooperate with Assignee, including performance of any actions, and the execution and delivery of any documents necessary or appropriate to give effect to the intent and terms of this Assignment.
5. This Assignment and the Purchase Agreement constitute the entire agreement between the parties with respect to the subject matter of this Assignment and supersede all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this Assignment.
6. This Agreement may be executed in counterpart copies and receipt by facsimile transmission or e-mail pdf of executed copies will be legally binding.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this Assignment to be executed and delivered by its duly authorized representative as of the date first above written.

ASSIGNOR:

Burtek, Inc.

By: 

Name: Barry P. Lefkowitz


Title: Court Appointed Receiver of the assets of Burtek, Inc.

THE STATE OF MICHIGAN§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this 2nd day of February, 2012, personally appeared Barry P. Lefkowitz, acting in his capacity as the court-appointed Receiver of the assets of Burtek, Inc., a Michigan corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.

PENNY KURTZ, NOTARY PUBLIC IN
MACOMB COUNTY, MI
ACTING IN OAKLAND COUNTY, MI
COMMISSION EXPIRES 11/25/2012


Notary Public, _____ County, MI
Acting in _____ County, MI
My Commission Expires: _____

ASSIGNEE:

Burtek Enterprises Inc.

By: _____

Name: Erin L. Murphy

Title: Secretary

THE STATE OF ILLINOIS§

COUNTY OF COOK§

BEFORE ME, the undersigned authority, on this 2nd day of February, 2012, personally appeared Erin L. Murphy, acting on behalf of Burtek Enterprises Inc., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.

Notary Public, _____
Acting in _____ County, _____
My Commission Expires: _____

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this Assignment to be executed and delivered by its duly authorized representative as of the date first above written.

ASSIGNOR:

Burtek, Inc.

By: _____

Name: Barry P. Lefkowitz

Title: Court-Appointed Receiver of the assets of Burtek, Inc.

THE STATE OF MICHIGAN§

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Notary Public, _____ County, MI

Acting in _____ County, MI

My Commission Expires: _____

ASSIGNEE:

Burtek Enterprises Inc.

By: *Erin L. Murphy*

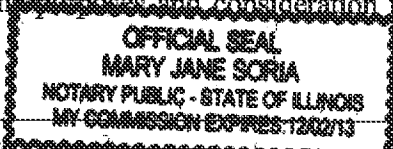
Name: Erin L. Murphy

Title: Secretary

THE STATE OF ILLINOIS§

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BEFORE ME, the undersigned authority, on this 2nd day of February, 2012, personally appeared Erin L. Murphy, acting on behalf of Burtek Enterprises Inc., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.



Notary Public, _____

Acting in _____ County, _____

My Commission Expires: _____

Mary Jane Soria

SCHEDULE A

MARKS

<u>Mark</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
BURTEK	United States	74/164,001	05/06/1991	1,967,128	04/09/1996
ENGINEERED TO DEFEND	United States	85/136,463	09/23/2010	4,018,394	08/30/2011
BURTEK	United States	74/160,786	04/25/1991	1,720,920	09/29/1992
FIGHTING VEHICLES	United States	75/411,722	12/29/1997	2,396,207	10/17/2000