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10-17-00

Attorney Docket No. 6757-500001

COVER SHEET FOR RECORDAL OF DOCUMENT (TRADEMARK)

Hon. Commissioner of Patents and Trademarks
Washington, D.C. 20231



10-17-2000

U.S. Patent & TMOs/TM Mail Rpt. Dt. #31

Sir:

Pursuant to 37 C.F.R. 3.31, enclosed herewith is a document for recordal in this case. The following information is provided:

(1) Name Of Party Conveying The Interest:

ATWELL INDUSTRIES, INC.

(2) Name And Address Of Party Receiving The Interest:

PENDA CORPORATION
2344 West Wisconsin Street
P.O. Box 449
Portage, WI 53901

(3) Description Of The Transaction To Be Recorded:

Assignment License
 Change of Name Other _____

(4) Application(s) And/Or Trademark Registrations Which Enclosure Is To Be Recorded:

Serial Numbers 75/814,735 and 75/783,932.
 Application being filed concurrently herewith.
 Registration Numbers 2,079,206; 1,772,316 and 1,413,270.

(5) Name And Address Of The Party To Whom Correspondence Concerning

The Request To Record Should Be Mailed:

H. Keith Miller, Esq.
Harness, Dickey & Pierce, P.L.C.
P.O. Box 828
Bloomfield Hills, MI 48303

(6) Number Of Applications and/or Trademark Registrations Identified In The Cover Sheet And Total Recordal Fee:

Number of Applications/Trademark Registrations: 5

Total Recordal Fee Enclosed: \$200.00

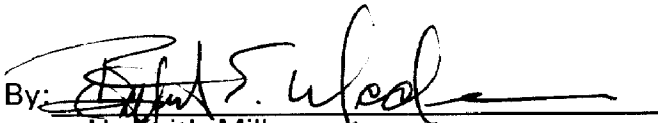
(7) Date(s) The Document Was Executed: September 13, 2000

To the best of my knowledge and belief, the foregoing information is true and correct, and if the attached is not an original document, the undersigned verifies that it is a true copy of the original.

If, for some reason, Applicant(s) has/have not paid a sufficient fee, please charge our Deposit Account No. 08-0750 for any further fees which may be due. A duplicate copy of this document is enclosed.

Respectfully submitted,

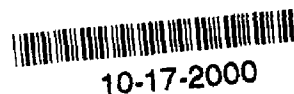
Date: October 9, 2000

By: 
H. Keith Miller
Reg. No. 22,484
Bryant E. Wade
Reg. No. 40,344
Attorneys for Applicant(s)

HKM/BEW/pal

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: George Allan BOOT et al
Serial No.: 09 / 528,292 Group No.:
Filed: Examiner:
For: "Production of Sheet Glass"



U.S. Patent & TMO/TM Mail Rpt. Dt. #31

Patent: Issue Date: _____

**DESIGNATION OF DOMESTIC REPRESENTATIVE BY ASSIGNEE
(37 CFR 3.61)**

1. I(We) am(are) the assignee(s) of the above-identified application/patent by virtue of an assignment

separately submitted for recordal on even date herewith.

A separate "ASSIGNMENT (DOCUMENT) RECORDAL COVER SHEET or FORM PTO 1595 is also attached.

recorded in the PTO on _____
Date

Reel _____ Frame _____

2. In accordance with 37 CFR 3.37, the assignee hereby certifies that the evidentiary documents, with respect to its ownership, have been reviewed and that, to the best of assignee's knowledge and belief, title is in the assignee seeking to take this action. A "CERTIFICATE UNDER 37 CFR 3.73(b)" is attached.

3. I(We) do not reside in the United States

I(We) designate, as domestic representative, on whom process or notice of proceedings affecting the application/patent may be served.

Name: MARSHALL & MELHORN

Address: Four SeaGate - Eighth Floor
Toledo, Ohio 43604

~~Attn: Phillip S Oberlin~~

Telephone No.: (419) 247-7149

Fax: (419) 247-7151

The Common Seal of
PILKINGTON PLC was hereto
affixed in the presence of:

Signature of authorized person

Andrew Mackenzie Robb

(type or print name of person authorized to sign on behalf of assignee)

Director

Title of person authorized to sign on behalf of assignee

Signature of authorized person

John McKenna

(Designation of Domestic Representative By Assignee [16-18]—page 1 of 1)
Name

Company Secretary
Title

TRADEMARK

REEL: 002177 FRAME: 0171

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TRADEMARK ASSIGNMENT

This Agreement is made and entered into as of September 13, 2000, by and between ATWELL INDUSTRIES, INC., a Virginia corporation, with a principal place of business at 121 Elliot Dixon Road, Highway 11 South, Ayden, North Carolina 28513-0550 (the "Assignor"), and PENDA CORPORATION, a Florida corporation, with a principal place of business 2344 West Wisconsin Street, P. O. Box 449 Portage, WI 53901 (the "Assignee").

Preliminary Statements:

A. This Agreement is being entered into in connection with the Asset Purchase Agreement between Assignor and Assignee, dated as of the date hereof (the "Purchase Agreement"). Under the Purchase Agreement, Assignee has acquired substantially all of the assets (and is assuming certain of the liabilities) of Atwell Industries, Inc. and Texas Truck Accessories, Inc., of which Mr. James R. Atwell and Mrs. Barbara K. Atwell are the sole direct and indirect stockholders;

B. Assignor wishes to assign all of its rights, title and interest relating to certain of its intellectual property to Assignee, and Assignee is desirous of acquiring an interest therein;

Agreement:

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

1. This Agreement is executed and delivered pursuant to the Purchase Agreement and is subject to the terms and conditions thereof. Unless defined herein, any terms defined in the Purchase Agreement and used herein shall have the meanings ascribed to them in the Purchase Agreement.

2. Assignor hereby sells, assigns, and transfers to Assignee, and its successors in interest, the full and exclusive right in the United States of America and in all foreign countries, to the trademarks and all of the goodwill of the business of Assignor symbolized thereby, in the trademarks listed below (the "Trademarks"), said Trademarks to be held and enjoyed by Assignee as fully and entirely as the same would have been held by Assignor had this Assignment and sale not been made and further including the right to enforce said Trademarks for past infringement or otherwise:

- | | | |
|----|--------------------|------------------------|
| a. | TUFFLOCK | Serial Number 75814735 |
| b. | FLOORFORM | Serial Number 75783932 |
| c. | TUFFSNAP | Reg. Number 2079206 |
| d. | II WAY TUFF SLIDER | Reg. Number 1772316 |

e. TUFF LINER

Reg. Number 1413270

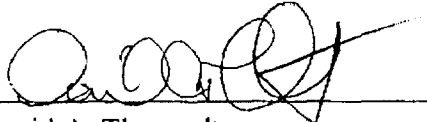
3. Assignor hereby covenants and agrees to execute all instruments or documents required or requested for the making and prosecution of applications for trademark registration in the United States of America and in all foreign countries on, for litigation regarding, or for the purpose of protecting title to said trademarks for the benefit of Assignee without further or other compensation than that as set forth herein.

4. This Agreement shall be construed and interpreted in accordance with the laws of the State of North Carolina, without regard to applicable conflicts of laws provisions. For the convenience of the parties, this Agreement may be executed in several counterparts, each of which when so executed shall be, and be deemed to be, an original instrument and such counterparts together shall constitute one and the same instrument. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the successors and assigns of the parties hereto.

IN WITNESS WHEREOF each of the parties has executed this Agreement as of the date set forth above.

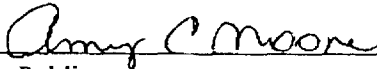
ASSIGNOR

ATWELL INDUSTRIES, INC.

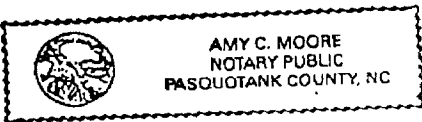
By: 
David A. Thereault
President

State of North Carolina)
) ss.
County of Pitt)

On this 13th day of September, 2000, before me personally appeared the foregoing individuals, who executed the foregoing instrument and who acknowledged to me that they executed the same of their own free will for the purpose therein set forth.


Notary Public,
Pasquotank Pitt County, State of North Carolina


(seal)



My Commission Expires: May 18, 2002

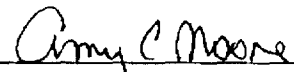
ASSIGNEE

PENDA CORPORATION.

By: 
 Leo E. Waner
 Vice President and Chief Financial Officer

State of North Carolina)
) ss.
 County of Pitt)

On this 13th day of September, 2000, before me personally appeared the foregoing individuals, who executed the foregoing instrument and who acknowledged to me that they executed the same of their own free will for the purpose therein set forth.


 Notary Public,
 Pasquotank
 Pitt County, State of North Carolina

(seal)

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