



Tab settings

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To the Honorable Commissioner of Patents and Trademarks, please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

IC Controls, Inc.  
Louis Kovach

10-1501

- Individual(s)
- General Partnership
- Corporation-State Michigan
- Other

Additional names(s) of conveying party(ies)  Yes  No

2. Name and address of receiving party(ies):

Name: Lionel L.L.C.

Internal Address: \_\_\_\_\_

Street Address: 26750 Twenty-Three Mile Road

City: Chesterfield State: MI ZIP: 48051

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other New York limited liability company

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

3. Nature of conveyance:

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

Execution Date: October 5, 2001

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,144,348  
2,144,349

Additional numbers  Yes  No

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

Name: John W. Crowe, Jr.

Internal Address: Dykema Gossett PLLC

Street Address: 39577 Woodward Avenue

Suite 300

City: Bloomfield Hills State: MI ZIP: 48304

6. Total number of applications and registrations involved:.....

2

7. Total fee (37 CFR 3.41):.....\$ \$80.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

04-2223

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

John W. Crowe, Jr.

Name of Person Signing

Signature

10/12/01

Date

Total number of pages including cover sheet, attachments, and

4

TRADEMARK

**ASSIGNMENT OF TRADEMARKS**

WHEREAS, IC Controls, Inc., a Michigan corporation ("IC") and Louis Kovach, an individual (collectively the "Sellers"), own the trademarks and trademark applications (the "Trademarks") listed on the attached Schedule I;

WHEREAS, Lionel L.L.C., a New York limited liability company ("Buyer"), is desirous of acquiring the Trademarks and the registrations thereof, and the goodwill associated therewith; and

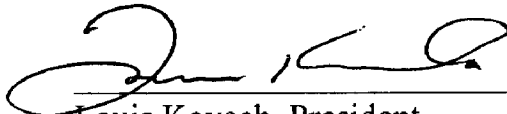
WHEREAS, Sellers and Buyer have entered into an Asset Purchase Agreement dated October 5, 2001 (the "Agreement") pursuant to which Sellers have agreed to sell the Trademarks and the registrations thereof to Buyer;

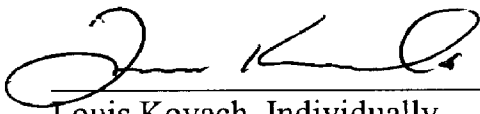
NOW, THEREFORE, in consideration of the agreements made by Buyer under the Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Sellers have assigned, sold and set over, and by these presents assign, sell and set over unto Buyer, its successors, legal representatives and assigns, the entire right, title, and interest to, any and all rights and privileges associated with, the Trademarks identified on Schedule I attached hereto, and registrations for the foregoing provided under the laws of the United States, or the individual States thereof, and of jurisdictions foreign thereto, together with the goodwill of the business symbolized thereby and the right to bring suit and collect damages for past infringements thereof.

This Assignment of Trademarks is given under the terms of the Agreement and is subject to the terms and conditions contained therein. Any term used in this Assignment of Trademarks which is not defined here shall have the meaning given it in the Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed this Assignment of Trademarks on this 5 day of October, 2001.

IC CONTROLS, INC.

  
\_\_\_\_\_  
Louis Kovach, President

  
\_\_\_\_\_  
Louis Kovach, Individually

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF Macomb )

Before me this 5<sup>th</sup> day of October, 2001 personally appeared Louis Kovach, to me known to be the person who is described in and who executed the foregoing assignment instrument and acknowledged to me that he executed the same of his own free will for the purpose therein expressed.

Marilyn R. Kryscynski  
Notary Public

MARILYN R. KRYSOYNSKI  
NOTARY PUBLIC MACOMB CO., MI  
MY COMMISSION EXPIRES JULY 26, 2003