

FORM PTO-1594 (Modified)  
(Rev. 8-93)  
OMB No. 0651-0011 (exp. 4/94)  
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TM05/REV03

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Docket No.:

PH-01081/04

Tab settings → → → ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

Pilot Industries, Inc.

- Individual(s)
- General Partnership
- Corporation-State Michigan
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: January 30, 2002

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

Name: Cerberus Pilot Acquisition III, Inc.

Internal Address: c/o Cerberus Capital Management, LLC

Street Address: 450 Park Avenue, 28th Floor

City: New York State: NY ZIP: 10128

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Delaware
- Other \_\_\_\_\_

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

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

A. Trademark Application No.(s)

75/890,857    75/931,835  
75/980,461    76/310,947  
75/931,834    76/310,946

B. Trademark Registration No.(s)

1,785,230    2,032,141  
1,771,451    2,110,440  
1,950,142    2,094,647

Additional numbers  Yes  No

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

Name: Douglas W. Sprinkle

Internal Address: Gifford, Krass, Groh, Sprinkle,

Anderson & Citkowski, P.C.

Street Address: 280 N. Old Woodward Ave., Suite 400

City: Birmingham State: MI ZIP: 48009

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

12

7. Total fee (37 CFR 3.41):.....\$ \$315.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

07-1180

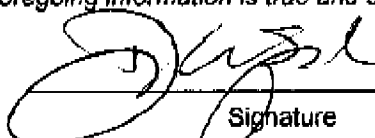
DO NOT USE THIS SPACE

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.

Douglas W. Sprinkle

Name of Person Signing



Signature

February 20, 2002

Date

700010668

Total number of pages including cover sheet, attachments and

TRADEMARK

REEL: 2415 FRAME: 0959

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**ASSIGNMENT OF TRADEMARKS**

WHEREAS Pilot Industries, Inc., a Michigan corporation having a mailing address of 2319 Bishop Circle East, Dexter MI 48130, (the "Assignor") owns and has used the trademarks set forth in attached Schedule A (hereinafter referred to as "the Marks"); and

WHEREAS, Cerberus Pilot Acquisition III, Inc., a Delaware corporation with a mailing address of c/o Cerberus Capital Management, LLC, 450 Park Avenue, 28<sup>th</sup> Floor, New York, NY 10128 (the "Assignee") is desirous of acquiring any and all rights that Assignor may have in and to the Marks and the applications for registration therefor, together with the goodwill of the business in connection with which the Marks are used and which are symbolized by the Marks, along with the right to recover for damages and profits for past infringements thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all of its right, title and interest in and to the Marks and applications for registration therefor together with the goodwill of the business in connection with which the Marks are used and which are symbolized by the Marks, along with the right to recover for damages and profits for past infringements thereof;

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title and interest in and to the Marks in the Assignee and/or to provide evidence to support any of the foregoing in the event such

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evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

IN WITNESS WHEREOF, the assignor has caused this assignment to be executed this 30th day of January, 2002.

ASSIGNOR, Pilot Industries, Inc.

By Robert Davis

Its: CEO

STATE OF New York )  
 ) ss:  
COUNTY OF New York )

Before me personally appeared Robert Davis, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same for the purposes therein stated, this 30th day of January, 2002.

[Signature]  
Notary Public

(SEAL)

My Commission Expires: 7/20/02

SEBASTIAN AZIZ  
Notary Public, State of New York  
No. 01AZ6010692  
Qualified in Queens County  
Commission Expires July 20, 2002

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Assignment accepted:

**ASSIGNEE, Cerberus Pilot Acquisition III, Inc.**

By: Agil Berg

Its: Authorized Signatory

STATE OF New York )  
COUNTY OF New York ) ss:

Before me personally appeared Abigail L. May, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same for the purposes therein stated, this 30<sup>th</sup> day of January, 2002.

[Signature]  
Notary Public

(SEAL)

My Commission Expires: 7/20/02

SEBASTIAN AZIZ  
Notary Public, State of New York  
No. 01AZ6010692  
Qualified in Queens County  
Commission Expires July 20, 2002

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**SCHEDULE A  
Trademarks**

**UNITED STATES**

<b>TRADEMARK</b>	<b>APPLICATION NO.</b>	<b>FILING DATE</b>	<b>REG. NO.</b>	<b>GRANT DATE</b>
1. P-TEC	74/306,190	08/21/1992	1,785,230	08/03/1993
2. P-CAP	74/308,947	08/31/1992	1,771,451	05/18/1993
3. E-P-CAP	74/513,443	04/18/1994	1,950,142	01/23/1996
4. C-P-CAP	75/062,764	02/26/1996	2,032,141	01/21/1997
5. MICRO ARC	75/099,289	05/06/1996	2,110,440	11/04/1997
6. SPARK TECH	74/119,464	06/03/1996	2,094,647	09/09/1997
7. PILOT INDUSTRIES and Design	75/890,857	01/06/2000		
8. PILOT INDUSTRIES and Design	75/980,461	01/06/2000		
9. PILOT FUEL MANAGEMENT SOLUTIONS	75/931,834	02/28/2000		
10. PFM SOLUTIONS	75/931,835	02/28/2000		
11. ZLT	76/310,947	09/10/2001		
12. ZERO LEAK TECHNOLOGY	76/310,946	09/10/2001		