

Recordation Form Cover Sheet  
TRADEMARKS ONLY

Commissioner for Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

DCT, Inc.  
6780 18 1/2 Mile Road  
Sterling Heights, Michigan 48314

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

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

K & G Associates, Inc.  
1150 Stephenson Highway  
Troy, Michigan 48084

- Individual(s) citizenship:
- Association:
- General Partnership:
- Limited Partnership:
- Corporation- State: Michigan
- Other:

3. Nature of conveyance:

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:

- Yes
  - No
- (Designations must be a separate document)  
Additional name(s) & address(es) attached?
- Yes
  - No

Execution Date:

4. Application number(s) or registration number(s): 7

A. Trademark Application No.(s):

76/208,276; 76/208,279; 76/208,282;  
76/208,275; 76/208,277; 76/208,280;  
and 76/208,278

Additional numbers attached? No.

B. Trademark Registration No.(s): 0

Additional numbers attached?  Yes  No

6. Total number of applications and registrations involved: seven (7)

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

Michael D. Fishman  
Rader, Fishman & Grauer PLLC  
39533 Woodward Avenue  
Suite 140  
Bloomfield Hills, Michigan 48304  
(248) 594-0630

7. Total fee (37 CFR 3.41).....\$190  
 Enclosed

Authorized to be charged to deposit account.

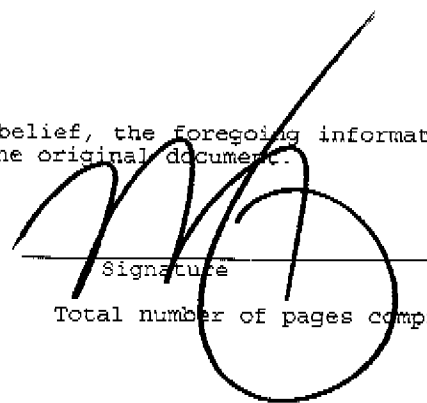
8. Deposit Account Number: 18-0013

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.

Michael D. Fishman  
Name



Signature

January 29, 2003  
Date

Total number of pages comprising cover sheet = 3

### ASSIGNMENT

WHEREAS, DCT, Inc., a Michigan corporation, at 6780 18 ½ Mile Road, Sterling Heights, Michigan 48314 ("Assignor"), on June 17, 2002, assigned and transferred to K & G Associates, Inc., a Michigan corporation, at 1150 Stephenson Highway, Troy, Michigan 48084 ("Assignee"), the entire right, title and interest in and to the following (collectively, the "Trademark Rights"):

U.S. Application for TRADEMASTER, Serial No. 76/208,276, filed February 9, 2001;

U.S. Application for TRADEMASTER & Design, Serial No. 76/208,281, filed February 9, 2001;

U.S. Application for IT!, Serial No. 76/208,279, filed February 9, 2001;

U.S. Application for FIX IT!, Serial No. 76/208,282, filed February 9, 2001;

U.S. Application for FIND IT!, Serial No. 76/208,275, filed February 9, 2001;

U.S. Application for REFERENCE IT!, Serial No. 76/208,277, filed February 9, 2001;

U.S. Application for LEARN IT!, Serial No. 76/208,280, filed February 9, 2001;

U.S. Application for ORDER IT!, Serial No. 76/208,278, filed February 9, 2001; and

Any and all rights and privileges provided under the trademark and other laws of the United States, the individual states thereof and jurisdictions foreign thereto with respect to the foregoing; any and all other marks, designs, designations, trade dress and indicia by Assignor used in connection with the foregoing; the GOODWILL of the business in which the marks are used; and any and all renewals thereof, together with the right to bring suit and collect for past infringements thereof; and

WHEREAS, the parties wish to ratify and confirm the above-stated assignment and transfer;

NOW, THEREFORE, in view of the payment of Ten Dollars (\$10.00), and other legally sufficient and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor DOES HEREBY assign and transfer, effective June 17, 2002, to Assignee, any and all right, title and interest in and to the Trademark Rights.

For purposes of this Assignment, as well as 15 U.S.C. §1060, Assignor acknowledges that the Assignment was in connection with, and Assignee is a successor to, that portion of Assignor's business with respect to which the above-identified marks pertain, and that such business was and is ongoing and existing.

Assignor shall, without further consideration, execute any additional documents and take such further action as may be requested to vest in Assignee good, valid and marketable title to the Trademark Rights.

This Assignment and all terms hereof shall be binding upon and shall inure to the benefit of the parties and their respective heirs, personal and legal representatives, successors and assigns.

In witness whereof, Assignor has executed this Assignment on the date set forth below.

DCT, Inc.

By: Mark H. Sargento  
MARK H. SARGENTO  
Its: ATTORNEY FOR HOMER W. McCLARIN, CHAPTER 7 TRUSTEE OF DCT, INC., CASE No. 02-43666-SWR