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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102764234

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

1. Name of conveying party(ies):

Erwin Industries, LLC

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other Limited Liability Company

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 2/28/2003

2. Name and address of receiving party(ies)

Name: Fenclo (U.S.A.), Inc.

Internal Address:

Street Address: 7830 Freeway Circle

City: Middleburg Heights State: OH Zip: 44130

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s) N/A

B. Trademark Registration No.(s)

2,427,302 and 2,423,671

Additional number(s) attached Yes No

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

Name: Randolph R. Smith, Jr., Esq.

Internal Address: Holland & Knight LLP Suite 2000 One Atlantic Ctr.

Street Address: 1201 W. Peachtree St, NW

City: Atlanta State: GA Zip: 30309-3400

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41).....\$ 65

- Enclosed [paid 8/28/03] Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Signature of Randolph R. Smith, Jr., Esq.

Signature

Date: 4/20/2004

Total number of pages including cover sheet, attachments, and document: 7

08/10/2004 GT0N11 00000112 2427302

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") is made and entered into as of this 28<sup>th</sup> day of February, 2003, by and between ERWIN INDUSTRIES, LLC, an Tennessee Limited Liability Company ("Assignor"), and FENCLO (U.S.A.), INC., an Ohio Corporation ("Assignee").

### WITNESSETH:

WHEREAS, the Company owns certain assets and is responsible for certain liabilities and obligations; and

WHEREAS, the Company has ceased operations and is being liquidated and dissolved; and

WHEREAS, the Board of Managers and the sole Member of the Assignor have approved and adopted the Plan of Liquidation and Dissolution attached as Exhibit A ("Plan"); and

WHEREAS, pursuant to the Plan, the assets of the Assignor, after provision for the liabilities of the Company, will be assigned to the Assignee in exchange for its membership interests in the Company; and

WHEREAS, the Assignee and the Assignor agree that it is in the best interest of each party to provide for the liabilities of the Assignor;

NOW, THEREFORE, in consideration of the foregoing premises, the parties agree as follows:

1. Assignment of Assets. Pursuant to the Plan and by operation of law, the Assignor assigns, transfers, sets over, grants and conveys to Assignee all of its right and title to, and interests in, all of its assets.
2. Assignment of Contracts. Pursuant to the Plan and by operation of law, the Assignor assigns, transfers, sets over, grants and conveys to Assignee all of its right, title to, and interest in all of its contracts, agreements, leases, promissory notes, mortgages, security deeds, indemnification agreements, guarantees, confidentiality agreements, certificates, affidavits and other instruments, communications and writings.
3. Assignment Subject to Liabilities. Assignor assigns all of its right and interests in its assets to Assignee subject to the liabilities, responsibilities and obligations of the Assignor.
4. Assumption of Liabilities. Assignee accepts this Assignment and agrees to assume all of the liabilities, responsibilities and obligations of the Assignor.
5. Counterparts. This Assignment may be executed in one or more counterparts each of which will constitute one and the same original instrument.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement effective as of the date first written above.

**ASSIGNOR:**

ERWIN INDUSTRIES, LLC

By: Chris Gurreri

Name: Chris Gurreri

Title: President and Secretary

**ASSIGNEE:**

FENCLO (U.S.A.), INC.

By: \_\_\_\_\_

Name: Michel Roussin

Title: President

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement effective as of the date first written above.

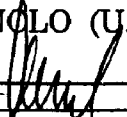
**ASSIGNOR:**

ERWIN INDUSTRIES, LLC

By: \_\_\_\_\_  
Name: Chris Gurreri  
Title: President and Secretary

**ASSIGNEE:**

FENCLO (U.S.A.), INC.

By:  \_\_\_\_\_  
Name: Michel Roussin  
Title: President

## EXHIBIT A

### PLAN OF LIQUIDATION AND DISSOLUTION OF ERWIN INDUSTRIES, LLC

#### I.

This Plan of Liquidation and Dissolution (the "Plan") is intended to accomplish the complete liquidation of Erwin Industries, LLC, a Tennessee limited liability company (the "Company"), through the distribution of all of its assets to its sole Member in exchange for the cancellation of its membership interest in the Company. The liquidation and dissolution will occur in the manner stated in this Plan.

#### II.

The Plan shall become effective upon its adoption by the Company's Board of Managers and its sole Member.

#### III.

The Company shall file a Notice of Dissolution with the State of Tennessee, pursuant to Section 48-245-401 of the Tennessee Limited Liability Company Act (the "Act").

#### IV.

The Company may give written notice of the dissolution to its known claimants, pursuant to Section 48-245-502(b) of the Act. The Company may also publish notice to its unknown creditors pursuant to Section 48-245-502(c) of the Act.

#### V.

During the winding-up period, the Company shall, pursuant to Section 48-245-501(b)-(e) of the Act, collect all debts owing to the Company, pay all known obligations of the Company, and then distribute all tangible or intangible property to the sole Member of the Company.

VI.

After the winding-up activities are completed, the Company shall file Articles of Termination with the State of Tennessee, pursuant to Section 48-245-503 of the Act.

VII.

The managers and the proper officers of the Company are authorized to do or cause to be done such other acts and things as they may deem necessary or proper in order to carry out the liquidation and dissolution of the Company pursuant to this Plan.

VIII.

The distribution in complete liquidation of the Company shall be in exchange solely for, and in complete redemption and cancellation of and in payment for, all of the outstanding membership interests of the Company, and the sole Member shall surrender any certificates evidencing such membership interests for cancellation upon receipt of the final distribution herein authorized.

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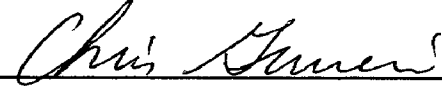
**BILL OF SALE**

The undersigned, Erwin Industries, LLC, a Tennessee limited liability company ("Erwin"), represents and warrants as follows in connection with the assignment of all of its assets (the "Assets") to Fenclo (U.S.A.), Inc., an Ohio corporation ("Fenclo"), pursuant to that certain Plan of Liquidation and Dissolution of Erwin adopted by Fenclo on February 25, 2003:

The undersigned, Erwin, in exchange for ten dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby irrevocably sell, transfer, assign, convey and deliver to Fenclo and its successors and assigns forever all of its right, title, and interest in and to the Assets.

IN WITNESS WHEREOF, Erwin has executed this Bill of Sale as of this \_\_\_\_ day of February, 2003.

Erwin Industries, LLC

By: 

Name: Chris Gurreri

Its: President and Secretary

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