

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FabriSteel Products, Inc.		09/10/2004	CORPORATION:

RECEIVING PARTY DATA	
Name:	Whitesell International Corporation
Street Address:	2703 E. Avalon Ave.
City:	Muscle Shoals
State/Country:	ALABAMA
Postal Code:	35661
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 6		
Property Type	Number	Word Mark
Serial Number:	78208469	FASTEN IT. DRIVE IT.
Registration Number:	2463138	FS
Registration Number:	1654165	FSI
Registration Number:	2176093	HI-STRESS
Registration Number:	2113877	
Registration Number:	2019198	MULTIFASTENER

CORRESPONDENCE DATA	
Fax Number:	(734)994-6331
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	734/302-6000
Email:	jbeaupre@brinkshofer.com
Correspondent Name:	Jon H. Beaupre
Address Line 1:	P.O. Box 10395
Address Line 4:	Chicago, ILLINOIS 60610

ATTORNEY DOCKET NUMBER:	12499-003
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CH \$165.00 78208469

NAME OF SUBMITTER:

Eric J. Sosenko

Total Attachments: 3

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

1. Name of conveying party(ies):
FabriSteel Products, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Whitesell International Corporation

Internal _____
Address: _____

Street Address: 2703 E. Avalon Ave.

City: Muscle Shoals State: AL Zip: 35661

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

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: September 10, 2004

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

A. Trademark Application No.(s) 78/208,469

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2,463,138;
1,654,165; 2,176,093; 2,113,877; 2,019,198;

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

Name: Steven L. Oberholtzer, Esq.

Internal/Address: _____

P.O. Box 10395 _____

Street Address: _____

City: Chicago State: IL Zip: 60610

6. Total number of applications and registrations involved:6

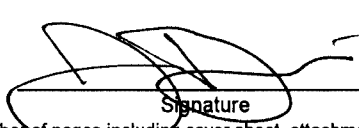
7. Total fee (37 CFR 3.41) \$ 165.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
23-1925

DO NOT USE THIS SPACE

9. Signature.

Jon H. Beaupré  September 16, 2004

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:
Commissioner of Trademarks, Box Assignments
2900 Crystal Drive, Arlington, Virginia 22202-3514

ASSIGNMENT OF INTELLECTUAL PROPERTY

FabriSteel Products, Inc., a corporation organized and existing under the laws of the State Michigan and having a place of business at 22100 Trolley Industrial Dr., Taylor, MI 48180-1872, USA, hereinafter referred to as "ASSIGNOR", for good and valuable consideration, the receipt of which is acknowledged by the ASSIGNOR, hereby grants, bargains, sells, conveys, transfers, assigns, and delivers unto Whitesell International Corporation, a corporation organized and existing under the laws of the State of Alabama and having a place of business at 2703 E. Avalon Av., Muscle Shoals, AL 35661, USA, (ASSIGNEE), its successors, assigns or other legal representatives, all of its respective right, title and interest, domestic and foreign, in and to all its Intellectual Property of every nature, kind, and description. Capitalized terms not otherwise define have the meaning given to such terms in the Asset Purchase Agreement dated as of the date hereof by and among ASSIGNOR, ASSIGNEE, and Profile Steel & Wire, Inc. The purchased Intellectual Property includes, without limitation:

(a) all patents and patent applications set forth in the attached Schedule A, including all applications, whether or not claiming benefit of the filing date thereof, including without limitation continuations, continuations-in-part, divisionals, reexaminations, reissue applications, utility models, inventor certificates, and corresponding foreign applications and patents, including all inventions and discoveries described therein, and including the right of ASSIGNEE, its successors, assigns or other legal representatives to make applications, to claim priority to, and to receive Letters Patent for said inventions and discoveries in any and all foreign countries in ASSIGNEE's name; and

(b) all trademarks, trade names, service marks and service names, and registrations and applications for registration thereof, set forth in the attached Schedule B, including all applications, foreign and domestic, claiming benefit of the filing date thereof, together with the goodwill of the business symbolized by the trademarks, trade names, service marks and service names, and registrations and applications for registration thereof.

including the right of ASSIGNEE, its successors, assigns or other legal representatives to claims for damages for infringement prior to the date hereof of any provisional and/or patent and trademark rights.

ASSIGNOR, its successors, assigns or other legal representatives agree to execute any and all papers, including applications for Letters Patent and applications for Trademark Registration of any and all kinds and in any and all countries and to perform any and all acts which ASSIGNEE, its successors, assigns or other legal representatives may deem necessary and reasonably requested to secure thereto the rights herein assigned, sold and set over.

And we hereby request the United States Patent and Trademark Office and all non-U.S. patent and trademark issuing authorities to issue all patents on said inventions to ASSIGNEE, and to issue all registered trademarks, trade names, service marks and service names to ASSIGNEE.

And we hereby represent and warrant that we have not granted any rights inconsistent with the rights granted herein.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Assignor and accepted by the Assignee hereto as of September 10, 2004.

FABRISTEEL PRODUCTS, INC.

By: David E. Salkow 321

Name: DAVID E. SALKOW 321

Title: VP AND SECRETARY

DETROIT 27812-3 833123

WHITESSELL INTERNATIONAL
CORPORATION

By: Neil L. Whitesell

Name: NEIL L. WHITESSELL

Title: Chm / CEO

SCHEDULE B

UNITED STATES

Registration No.	Mark
US 78/208469	FASTEN IT DRIVE IT
US 2463138	FS Logo
US 1654165	FSI & Design
US 2176093	HI-STRESS
US 2113877	K DIAMOND Logo
US 2019198	MULTIFASTENER