

03-28-2005



3/24/05

RECORD,
TRAI

102967589

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Howard B. Samuels, not individually but solely as assignee for the benefit of creditors of Wes-Tech, Inc. and Wes-Tech, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: Illinois
- Other Trustee in Bankruptcy

Citizenship (see guidelines) U.S.

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) December 3, 2004 & March 16, 2005

- Assignment Merger
- Security Agreement Change of Name
- Other Trust Agreement in Bankruptcy

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wes-Tech Holdings, LLC

Internal Address: _____

Street Address: 720 Dartmouth Lane

City: Buffalo Grove

State: Illinois

Country: US Zip: 60089

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Illinois
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,357,635; 1,380,104; 1,468,818; 1,530,555 & 1,671,586

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Vangelis Economou

Internal Address: RYNDAK & SURI

Street Address: 30 N. LaSalle St.
Suite 2630

City: Chicago

State: Illinois Zip: 60602

Phone Number: 312/214-7770

Fax Number: 312/214-7715

Email Address: _____

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$140.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

2:53 PM 24 APR 2005
OPR/FINANCE

9. Signature:

Vangelis Economou
Signature

March 21, 2005

Date

Vangelis Economou

Name of Person Signing

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

10

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

03/25/2005 ECOOPER 00000281 1357635

01 FC:8521 40.00 OP

02 FC:8522 100.00 OP

TRADEMARK ASSIGNMENT

WHEREAS, HOWARD B. SAMUELS, not individually but solely as assignee for the benefit of creditors of Wes-Tech, Inc., a corporation organized and existing under and by virtue of the laws of the State of Illinois, having its principal place of business located at 720 Dartmouth Lane, Buffalo Grove, Illinois 60089 (hereinafter "ASSIGNOR"), has adopted, used and are using certain marks, which are embodied in and the subject of U.S. Trademark Registrations Nos., as listed below for trademarks and tradenames registered on the U.S. Principal Trademark Register,

<u>Mark</u>	<u>U.S. Trademark Registration No.</u>	<u>Application Serial Number</u>	<u>Registration Date</u>
WES-TECH	1,357,635	73/495,513	September 3, 1985
W and Device	1,380,104	73/528,991	January 28, 1986
TECH-TRAK	1,468,818	73/659,713	December 15, 1987
T TECH-TRAK	1,530,555	73/710,096	March 21, 1989
WT WES-TECH	1,671,586	73/782,739	January 14, 1992

said marks and registrations referred to herein as the "Trademark Rights"; and

WHEREAS, Wes-Tech Holdings, LLC, a limited liability corporation organized and existing under and by virtue of the laws of the State of Illinois, having its principal place of business at 720 Dartmouth Lane, Buffalo Grove, Illinois 60089 (hereinafter "ASSIGNEE") has acquired certain of ASSIGNOR's business assets, including the Trademark Rights, the marks used by ASSIGNOR to identify its goods and the goodwill of the business related thereto, and to obtain all right, title and interest in, to and under said Trademark Rights and to register such acquisition in the U.S. Patent and Trademark Office Assignment records.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is acknowledged, effective as of December 15, 2004, ASSIGNOR assigns its Trademark Rights to ASSIGNEE upon the following terms:

1. ASSIGNOR represents and warrants that it owns or had owned as of

December 15, 2004, the entire right, title and interest in and to the Trademark Rights, and further represents that all creditors' security interests, including the assignment of an undivided part of assignor's interest, for the benefit of Bank of America, N. A., recorded in the United States Patent and Trademark Office Records on September 9, 1999 at Reel 1956, Frame 0469, have been released.

2. ASSIGNOR hereby assigns to ASSIGNEE all right, title and interest in, to and under the mark, in, to and under said Trademark Rights and to the goodwill of the business relating thereto and symbolized by said mark and said Trademark Rights.

3. And, for the same consideration, ASSIGNOR hereby transfers, assigns and sets over to ASSIGNEE, free and clear of any claims, liens and encumbrances, all of ASSIGNOR's right, title and interest, legal and equitable, in and to any claims, causes of action for past infringements of the mark and Trademark Rights and for unfair competition and any related claims ASSIGNOR may have against any third parties, whether known or unknown, and to apply any damages recovered to ASSIGNEE's account.

4. And, for the same consideration, ASSIGNOR covenants to cooperate with ASSIGNEE, or its designees or legal representatives, to bring and maintain any such claims or causes of action, whether in a court of competent jurisdiction or in an administrative agency, and ASSIGNOR shall provide any documents, records and things necessary to maintain any and all claims or causes of action upon reasonable request of ASSIGNEE, its designee or legal representative.

5. And, for the same consideration, ASSIGNOR further covenants and agrees to execute and cause to be executed, at the request of ASSIGNEE, or its designees, successors, assigns or legal representatives, all assignments, powers of attorney, and other papers as may be reasonably necessary to enable ASSIGNEE to obtain or maintain the Trademark Rights herein conveyed or intended to be conveyed.

6. And, for the same consideration, ASSIGNOR hereby warrants, by this Assignment, that ASSIGNOR has not made and will not make any commitment or claim inconsistent with or in derogation of this Trademark Assignment.

7. The effective date of this Trademark Assignment is December 15, 2004, irrespective of the date that the Assignment was actually signed.

**TRUST AGREEMENT AND ASSIGNMENT
FOR THE BENEFIT OF CREDITORS
Wes-Tech, Inc.**

THIS TRUST AGREEMENT AND ASSIGNMENT FOR THE BENEFIT OF CREDITORS is made and effective this 3rd day of DECEMBER, 2004, by and between Wes-Tech, Inc., an Illinois Corporation, with its principal place of business at 720 Dartmouth Dr., Buffalo Grove, IL 60089 (hereinafter referred to as "Wes-Tech") and Howard B. Samuels, of Rally Capital Services LLC, of 350 North LaSalle Drive, Suite 1100, Chicago, IL 60610, (hereinafter referred to as the "Trustee/Assignee").

WITNESSETH:

WHEREAS, Wes-Tech is indebted to various persons, corporations, and other entities, and is unable to pay its debts in full, has decided to discontinue its business, and desires to transfer its property to an assignee for the benefit of its creditors so that the property so transferred may be expeditiously liquidated and the proceeds therefrom fairly distributed to its creditors without any preference or priority, except such priority as established and permitted by applicable law;

NOW, THEREFORE, in consideration of Wes-Tech existing indebtedness to its creditors, the express undertakings of the Trustee/Assignee and the mutual covenants contained herein, it is **AGREED**:

- A. Creation and Object of Trust.** The name of this Trust shall be the "Wes-Tech Creditors Trust," and its object shall be the orderly liquidation of the assets and property of Wes-Tech and the distribution of the proceeds of the liquidation to creditors of Wes-Tech in accordance with applicable law. Wes-Tech nominates and appoints Howard B. Samuels as Trustee/Assignee to carry out the purpose of this Trust in accordance with its terms and conditions. The Trustee/Assignee shall have the powers and duties set forth below and shall receive reasonable compensation for his services and reimbursement of his expenses, including, but not limited to, reimbursement of his attorneys' fees and costs. The Trustee/Assignee may serve without bond. In the event of death, inability or refusal to act, or the resignation of Howard B. Samuels as Trustee/Assignee, then, in any such event, Steven H. Baer, is hereby appointed as Successor Trustee/Assignee with all the duties, rights, and powers herein imposed upon and granted to Howard B. Samuels as original Trustee/Assignee.
- B. Transfer of Personal Property Assets.** Wes-Tech does hereby grant, convey, assign, transfer, and set over to the Trustee/Assignee, and his Successor Trustee/Assignee, all property and assets of Wes-Tech, whatever and wherever situated. The property and assets transferred shall include without limitation, all personal property, tangible and intangible, including, without limitation, all cash on hand, bonds, bank accounts, accounts receivable, chattel paper, furniture, fixtures, equipment, leasehold improvements, inventory, documents, mail, instruments, general intangibles, patents, trade names, trademarks, franchises, service marks, refunds, claims and causes of action.

C. **Transfer of Real Property.** (a) Wes-Tech does hereby grant, convey, assign, transfer, and set over to the Trustee/Assignee, and his Successor Trustee/Assignee, all leases and leasehold interests of fee real property and does hereby grant to Trustee/Assignee; and his Successor Trustee/Assignee, an exclusive license and right of access with respect to all fee real property which it owns and operates, for as long as the Trustee/Assignee and his Successor Trustee/Assignee deems necessary. (b) Wes-Tech hereby appoints Trustee/Assignee and his Successor Trustee/Assignee as its attorney-in-fact for any and all matters concerning the fee real property it owns and operates, including, but not limited to, marketing, sale, transfer or other disposition of its fee real property. By executing this Assignment for the Benefit of Creditors, Trustee/Assignee and his Successor Trustee/Assignee are not accepting title to any fee real property but do accept Wes-Tech power of attorney to act, on their behalf, to dispose of the fee real property for the benefit of all creditors. Upon disposition of the fee real property, net proceeds, if any, shall immediately vest in the Trust controlled by the Trustee/Assignee and his Successor Trustee/Assignee as if it were personal property.

D. **Powers and Duties of Trustee/Assignee.** The Trustee/Assignee shall have, inter alia, the following powers, rights and duties:

1. To sell, or otherwise dispose of, for the highest and best price reasonably attainable, all existing tangible and intangible personal property of Wes-Tech, including, but not limited to, all of its machinery, equipment, inventory, service marks, trade names, trademarks, patents, real estate (as provided in Paragraph C above), franchises, causes of action, and general intangibles at private or public sale upon such terms as the Trustee/Assignee deems best. The Trustee/Assignee shall also have the right to operate the business for a limited period of time to accomplish such purpose and the power to execute bills of sale and any other documents necessary to convey title to Wes-Tech personal property. The Trustee/Assignee shall have the power to enter into an agreement with any party to participate in a liquidation sale with the Trustee/Assignee hereunder for the benefit of creditors sharing in the profits of that sale.
2. To employ attorneys, accountants, and such additional personnel as may be necessary to complete the administration of this Trust.
3. To require all creditors of Wes-Tech to whom a balance is now owing to submit verified statements of their respective accounts.
4. To settle any and all claims against or in favor of Wes-Tech, with full power to compromise such claims, or in the discretion of the Trustee/Assignee, to sue or be sued, and to prosecute or defend any claim or claims of any nature existing against or in favor of Wes-Tech.
5. To receive and open all mail addressed to or received by Wes-Tech or in its name and stead.
6. To pay all valid secured claims in full and with the remainder, if any, to pay unsecured creditors of Wes-Tech out of funds of this Trust that are

not subject to any valid, subsisting, and enforceable liens or other encumbrance(s) according to the following priorities:

- (a) First, all costs for the preservation of the Trust assets, including the cost to maintain and insure such assets, the expenses of operation, if any, and such other administrative expenses as shall be reasonably incurred.
- (b) Second, all costs and expenses incidental to the administration of the Trust, including, but not limited to, the remaining rental obligations under the Lease and the remuneration of the Trustee/Assignee and the payment of reasonable compensation for the services of attorneys for the Trustee/Assignee. These costs and expenses shall include those costs incurred by the Attorney for Wes-Tech incidental to the preparation and execution of this Trust Agreement. The Trustee/Assignee shall also have the right to engage and pay an accountant reasonable compensation for services performed in connection with the administration of his Trust, and the attorneys for Wes-Tech for any services as shall be rendered in aid of the administration of this Trust and its property.
- (c) Third, all wages and wage-related claims owing to any employee of Wes-Tech as of the date of this Trust Agreement, to the extent provided by law.
- (d) Fourth, all debts due to the United States of any nature whatever owing as of the date of this Trust Agreement, including, but not limited to, Federal withholding tax, Federal unemployment tax, and other Federal income, excise, property, and employment taxes.
- (e) Fifth, all state, county, and city taxes of any nature whatever owing as of the date of this Trust Agreement, including, but not limited to, state and county employment, property, and income taxes.
- (f) Sixth, with the exception of those classes set forth above, all distributions to other creditors shall be pro rata in accordance with the terms of each creditor's indebtedness, until all of these debts are paid in full. The Trustee/Assignee shall make interim distributions whenever the Trustee/Assignee accumulates sufficient funds to enable him to make a reasonable distribution, provided that the Trustee/Assignee shall not be required to make any distribution in an amount less than \$1,000, except the final distribution.
- (g) The surplus of the Trust's funds, if any, when all debts of the Trust shall have been paid in full, shall be paid and transferred to Wes-Tech by the Trustee/Assignee.

- 7. To do and perform any and all other acts necessary and proper for the orderly liquidation or other disposition, including but not limited to, the abandonment of any or all of the assets and property of Wes-Tech and the distribution of the proceeds therefrom to the creditors of Wes-Tech.

8. To do and perform any and all other acts necessary and proper for the distribution of funds derived from the liquidation or other disposition of the Trust's property.
9. Employment of Counsel of Trustee/Assignee. It is hereby represented and agreed by the parties that if required, the Trustee/Assignee shall be authorized to employ an attorney to act as counsel for the Trustee/Assignee, and that the Trustee/Assignee's attorney shall render such legal services as the Trustee/Assignee requires during the existence of this Trust. In addition, special counsel may be retained by the Trustee/Assignee should he deem that special counsel is necessary to prosecute or defend any legal or equitable action or to perform any other duties as may be required in the circumstances.

E. Rights of Creditors All rights and remedies of the creditors against any surety or sureties for Wes-Tech are hereby expressly reserved, and nothing herein contained shall prevent the creditors or any of them from suing any third parties or persons who may be liable to any of the creditors for all or any part of their claims against Wes-Tech, or from enforcing or otherwise obtaining the full benefit of any mortgage, charge, pledge, lien, or other security that they now hold on any property, credits, or effects of Wes-Tech.

F. Administration of Trust This Trust shall be administered out of court. The Trustee/Assignee shall, however, have the right to ask any court of competent jurisdiction for a declaratory judgment or such other relief as the Trustee/Assignee may deem necessary, if, in his opinion, said action is desirable in connection with any dispute or claim arising in the course of administration of the Trust.

G. Liability of Assignee-Trustee It is understood and agreed that the Trustee/Assignee shall have no personal liability or responsibility for his acts as Trustee/Assignee, but his obligation shall be limited to the performance of the terms and conditions of the Trustee Agreement, in good faith and in the exercise of his best judgment.

H. Warranties of Wes-Tech Wes-Tech hereby warrants as follows:

- (a) Wes-Tech's Directors and its Shareholders has authorized the execution of this Trust Agreement and Assignment for the Benefit of Creditors, and the signature appearing on the Joint Action by the Directors and Shareholders that Wes-Tech has delivered to Trustee/Assignee contemporaneously herewith are true and accurate.
- (b) The list of creditors delivered concurrently to the Trustee/Assignee is complete and correct as reflected by the books and records of Wes-Tech as to names of said creditors, their addresses, and the amounts due them.

(c) Wes-Tech, through its agents, shall perform any and all acts reasonably necessary and proper to assist the Trustee/Assignee in the orderly liquidation of Wes-Tech assets and the collection of money owed to Wes-Tech and in the distribution of that money and the proceeds of asset sales to Wes-Tech creditors; provided, however, the officers, directors and managers of Wes-Tech shall be required to provide assistance to the Trustee/Assignee only to the extent, and on the condition that they are reasonably compensated for those services.

- I. **Governing Laws** This Trust Agreement and the obligations of the parties hereto, shall be construed or governed, as the case may be, in accordance with the laws of the State of Illinois and federal law to the extent applicable.
- J. **Acceptance by Trustee/Assignee** In express reliance upon the above Warranties of Wes-Tech, the Trustee/Assignee does hereby accept the Trustee herein created and agrees faithfully to perform the same according to the best of the Trustee/Assignee's skill, knowledge and ability. It is understood that the Trustee/Assignee shall receive reasonable compensation for his services rendered in connection with the Trust.

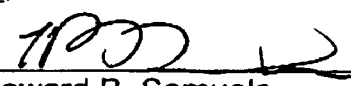
Executed and delivered at Chicago, Illinois, this 3rd day of DECEMBER, 2004.

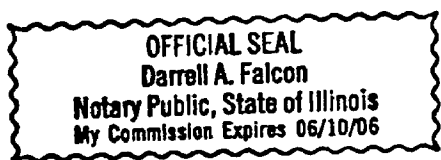
Wes-Tech, Inc.

By: 
Robert J. Weskamp, President

ACCEPTANCE

I, Howard B. Samuels, the Trustee/Assignee hereinabove named, do hereby accept the Trust hereinafter set forth, not individually, but as Trustee/Assignee, subject to the conditions set forth above this 3rd day of DECEMBER, 2004.


Howard B. Samuels




 12/3/04

EXHIBIT A

JOINT ACTION BY BOARD OF DIRECTORS
AND SHAREHOLDERS OF
Wes-Tech, Inc.

The Undersigned, being the entire Board of Directors, (hereinafter referred to as the "Board") and a majority of the Shareholders of all of the issued and outstanding equity securities of Wes-Tech, Inc., an Illinois corporation (hereinafter referred to as the "Company"), without a meeting or other notice, the same being hereby waived, determined that the following actions be taken by the Company.

- 1. IT IS RESOLVED: That the Company shall enter into a Trust Agreement for the Benefit of Creditors and shall cause to be made an assignment of its assets to this Trust with the object being an orderly liquidation of the Company's business and assets.
- 2. IT IS FURTHER RESOLVED: That an Officer of the Company is hereby authorized and directed to execute and deliver all necessary papers and documents pertaining to the creation of the Trust and Assignment for the Benefit of Creditors to Howard B. Samuels, as Trustee/Assignee, and the Trustee/Assignee shall be authorized to do any and all acts necessary in order to fully carry out the intent and purposes of such Trust Agreement and Assignment for the Benefit of Creditors.
- 3. IT IS FURTHER RESOLVED: That an Officer of the Company is hereby authorized and directed to execute and deliver any and all other papers and documents, and to take any and all other acts which may be necessary in order to fully carry out the intent and purposes of the Trust Agreement and Assignment for the Benefit of Creditors.

This Action by Board of Directors and Shareholders may be executed in counterparts, and when taken together, the counterparts shall constitute one original document.

DATED: 12-2-04



Len Gou, Director and Shareholder

DATED: 12-2-04



Robert Weiskamp, Director and Shareholder

DATED: 12-2-04

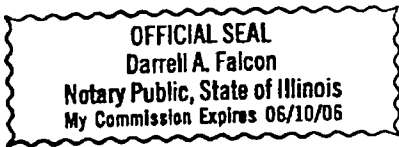


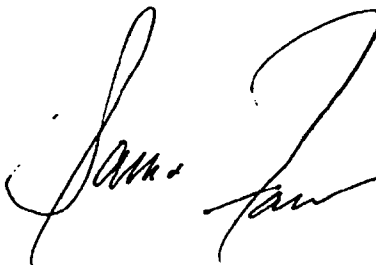
John Rubin, Shareholder

DATED: 12-2-04



Weber Stephen Products Co., Shareholder



 12/3/04

TOTAL P.02

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