

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
American Electronic Components, Inc.		02/28/2006	CORPORATION: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Willow Technologies, Inc.		
<b>Street Address:</b>	1101 Lafayette Street		
<b>City:</b>	Elkhart		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	45616		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1006276	DURAKOOL	
Registration Number:	1006277	HERMASEAL	
Registration Number:	1489961		
Registration Number:	1992817		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(216)579-0212		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	jrmix@jonesday.com		
<b>Correspondent Name:</b>	James R. Mix		
<b>Address Line 1:</b>	901 Lakeside Ave.		
<b>Address Line 2:</b>	c/o James R. Mix, Legal Assistant		
<b>Address Line 4:</b>	Cleveland, OHIO 44114-1190		
<b>ATTORNEY DOCKET NUMBER:</b>	560255-010004		
<b>NAME OF SUBMITTER:</b>	James R. Mix		

CH \$115.00 1006276

Signature:

/James R. Mix/

Date:

03/10/2006

**Total Attachments: 5**

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "*Assignment*") dated as of February 28, 2006 (the "*Effective Date*"), is made by and between American Electronic Components, Inc., an Indiana corporation ("*Assignor*"), and Willow Technologies, Inc., a Delaware corporation ("*Assignee*").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of February 28, 2006 (the "*Agreement*"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the "Acquired Assets" as defined in the Agreement;

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the United States and foreign trademark registrations and applications for registration of trademarks identified and set forth on Schedule A or that otherwise constitute "Acquired Assets" under the Agreement (all of the foregoing collectively, the "*Trademarks*") and the goodwill associated with all of the foregoing; and

WHEREAS, pursuant to the Agreement, the Trademarks and their associated goodwill are to be assigned to Assignee at its request and direction.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Closing Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens


and other documentation as may be reasonably required) in connection with: (1) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks; (2) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including, without limitation, testifying as to any facts relating to the Trademarks and this Assignment; (3) obtaining any additional trademark protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) implementation, perfection and/or recording of this Assignment.

This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

**[remainder of page intentionally left blank]**

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

AMERICAN ELECTRONIC COMPONENTS,  
INC.

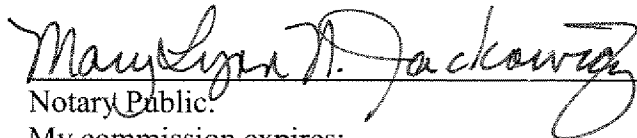
By: 

Name: Howard C. Walker

Title: Secretary

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF CUYAHOGA )

On this 21<sup>st</sup> day of February, 2006 personally appeared before me Howard C. Walker, known to me to be the Secretary of American Electronic Components, Inc., who acknowledged that he signed this instrument as a free act on behalf of American Electronic Components, Inc.

  
Notary Public.  
My commission expires:

NOTARY PUBLIC  
STATE OF OHIO  
COMMISSION EXPIRES 12/31/2007

WILLOW TECHNOLOGIES, INC.

By: *Mark Del Giudice*  
Name: MARK DEL GIUDICE  
Title: PRESIDENT



STATE OF )  
                  ) SS:  
COUNTY OF )

On this 28 day of February, 2006 personally appeared before me Mark Del Giudice, known to me to be President of Willow Technologies, Inc., who acknowledged that he/she signed this instrument as a free act on behalf of Willow Technologies, Inc.

*Mark S. Smeters*  
Notary Public:  
My commission expires:



**SCHEDULE A**  
**TRADEMARKS**

<b>Mark</b>	<b>Serial No. Registration No.</b>	<b>Registration Date</b>
<b>DURAKOOL</b>	73015772 1006276	March 11, 1975
<b>HERMASEAL</b>	73015773 1006277	March 13, 1974
	73/662,598 1,489,961	May 31, 1988
	74/659,009 1,992,817	August 13, 1996