

08-23-2006

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp.



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

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2006 AUG 21 PM 3:37

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

7-2-06

1. Name of conveying party(ies):

Piercetek, Inc.

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

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) June 1, 2006

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Whitesell International Corporation

Internal

Address: _____

Street Address: 22100 Trolley Industrial Drive

City: Taylor

State: Michigan

Country: USA Zip: 48180

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

78/518,272

B. Trademark Registration No.(s)

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: Gregory D. DeGrazia

Internal Address: Howard & Howard Attorneys, P.C.

The Pinehurst Office Center, Suite 101

Street Address: 39400 Woodward Avenue

City: Bloomfield Hills

State: Michigan Zip: 48304-5151

Phone Number: 248.645.1483 or 248.723.0325

Fax Number: 248.645.1568

Email Address: gdd@h2law.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- 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 08-2789

Authorized User Name _____

9. Signature:

Gregory D. DeGrazia
Signature

August 16, 2006

Date

08/22/2006 DAYRNE 00000070 78518272

Gregory D. DeGrazia

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

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40.00 Fee of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003381 FRAME: 0210

ASSIGNMENT

For the sum of One and 00/100 (\$1.00) Dollar, and other good and valuable consideration, receipt of which is hereby acknowledged, **Piercetek, Inc. ("Piercetek")**, previously residing at 13201 Stevens Road, Warren, Michigan 48089, does hereby assign, sell, and set over to **Whitesell International Corporation ("Whitesell")**, organized and existing under the laws of the State of Alabama, and having a principal place of business at 22100 Trolley Industrial Drive, Taylor, Michigan 48180 (hereinafter referred to as "Assignee"), its successors, assigns, or other legal representatives, entire right, title and interest, domestic and foreign, in and to the U.S. Trademark Registration for **Piercetek**, having Serial No. 78/518,272, including the right of Assignee, its successors, assigns or other legal representatives to file foreign trademark applications, and the right to claim the priority date of said Trademark Registrations and any legal equivalents thereof, and any which may be granted therefore and thereon, as fully and entirely as the same would have been held by **Whitesell**, had this Assignment and sale not been made.

And **Piercetek** hereby covenants and agrees that **Piercetek**, its heirs, successors, assigns or other legal representatives will at any time upon the request and at the expense of the Assignee, its successors, assigns, or other legal representatives execute and deliver any and all papers to do all lawful acts that may be necessary or desirable to perfect the title to said Trademark Registration.

And, **Piercetek** hereby authorizes and requests the Commissioner of Patents to assign said issued Trademark Registration in accordance with this Agreement and further to issue said Trademark Registrations which have not previously issued to the Assignee in accordance with this Agreement.

And **Piercetek** hereby represents and warrants that **Piercetek** has not granted any rights inconsistent with the rights granted herein.

PIERCETEK, INC.

By: 

Steven Engelman
Its: President and
Chief Executive Officer

"Assignor"

**WHITESELL INTERNATIONAL
CORPORATION**


By: 

Richard P. Ward
Its: President

6/1/06
"Assignee"

CERTIFICATE OF MAILING

I hereby certify that the attached **Assignment Recordation documents** for Trademark Serial No. 78/518,272 and fee are being deposited with the United States Postal Service as first-class mail, postage prepaid, in an envelope addressed to Mail Stop Assignments, Commissioner for Patents, P.O. Box 1450, Alexandria, Virginia 22313-1450 on **August 16, 2006**.



Tracy L. Smith