

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
ZefTek, Inc.		09/28/2007	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Standard Car Truck Company		
<b>Street Address:</b>	865 Busse Highway		
<b>City:</b>	Park Ridge		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60068		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1962996	ZEFTEK	
<b>Registration Number:</b>	1972458	ZEFTUF	
<b>Serial Number:</b>	77254407	STA-PUT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)984-7700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-372-2000		
<b>Email:</b>	Chicago_IP_Docket@mwe.com		
<b>Correspondent Name:</b>	Jennifer M. Mikulina, Esq.		
<b>Address Line 1:</b>	227 West Monroe Street		
<b>Address Line 2:</b>	Suite 4400		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-5096		
<b>NAME OF SUBMITTER:</b>	Jennifer M. Mikulina		
<b>Signature:</b>	/Jennifer M. Mikulina/		

CH \$90.00 1962996

Date:

11/09/2007

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement"), effective as of September 28, 2007 (the "Effective Date"), is made by ZefTek, Inc., an Illinois corporation ("Seller"), to Standard Car Truck Company, a Delaware corporation ("Buyer").

### WITNESSETH

WHEREAS, Seller has adopted and used, and in certain cases registered or applied for registration of, certain trademarks including the trademarks listed on Exhibit A to this Agreement and in connection with the goods listed thereon (the "Marks"); and

WHEREAS, Seller, the shareholders of Seller (the "Shareholders") and Buyer have entered into an Asset Purchase Agreement, dated September 28, 2007, pursuant to which Buyer is acquiring, and Seller and the Shareholders have agreed to sell and assign, certain assets, including all of Seller's right, title, and interest in and to the Marks, together with all of the goodwill of the business associated with the Marks.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Seller hereby forever and irrevocably sells, assigns, transfers and conveys unto Buyer, its successors, assigns and legal representatives the entire right, title and interest in and to the Marks, both registered and common law, any other common law trademarks used in connection with the Business, and in and to all of the goodwill of the Business appurtenant thereto, together with all claims for damages by reason of past or current infringement of same, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

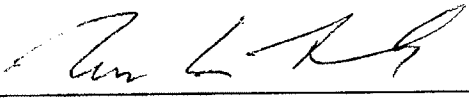
2. Transfer and Registration Fees. The registration for the transfer of the registered ownership of any of the Marks shall be undertaken by Buyer and Buyer shall bear the registration fees incurred thereby. Seller hereby agrees that Buyer shall have the right to record this Agreement with any applicable Governmental Entity, including the United States Patent and Trademark Office, so as to establish Buyer as owner of record of all Marks and other trademarks covered by this Agreement in the jurisdiction of such Governmental Entity.

3. Governing Law. This agreement shall be governed and construed in accordance with the laws of the United States of America and of the State of Illinois.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, Seller has caused its duly authorized representative to execute this Assignment effective as of the date first above written.

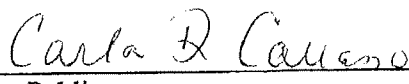
ZEFTEK, INC.

By:   
Michael Murphy, President

STATE OF ILLINOIS                   §  
  §  
COUNTY OF ILLINOIS           §

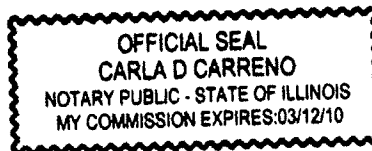
On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, the within named Michael Murphy, who stated that he was duly authorized in his capacity as President to execute the foregoing instrument for and in the name and behalf of ZefTek, Inc., and further stated that and acknowledged that he had so signed, executed and delivered said foregoing instrument for consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on this 27 day of September, 2007.

  
Notary Public

My Commission Expires:

3/12/2010



## Exhibit A

**ZEFTEK, INC.  
REGISTERED U.S. TRADEMARKS**

<b>Mark</b>	<b>Registration Number</b>	<b>Issued</b>
1. ZEFTEK (874-1015) (0110357-056)	1,962,996	03/19/1996 (Renewed)
2. ZEFTUF (874-1016) (0110357-076)	1,972,458	05/07/1996 (Renewed)

**U.S. TRADEMARK APPLICATIONS**

<b>Mark</b>	<b>Filing Date</b>	<b>Application Number</b>	<b>Status</b>
STA-PUT (0110357-079)	08/14/2007	77/254,407	Pending