

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Transformer Engineering Corporation		12/12/2008	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Transformer Engineering, LLC		
Street Address:	400 Talon Centre		
City:	Detroit		
State/Country:	MICHIGAN		
Postal Code:	48207		
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0520006	TRENCO	
CORRESPONDENCE DATA			
Fax Number:	(248)566-8505		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2485668504		
Email:	tmdocketing@honigman.com		
Correspondent Name:	Michael A. Lisi - Honigman Miller Schwar		
Address Line 1:	38500 Woodward Avenue		
Address Line 2:	Suite 100		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304-5048		
ATTORNEY DOCKET NUMBER:	223045-122378		
NAME OF SUBMITTER:	Michael A. Lisi		
Signature:	/Michael A. Lisi/		

CH \$40.00 0520006

Date:

12/23/2008

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of the 12th day of December, 2008 (the "Effective Date"), by and between TRANSFORMER ENGINEERING CORPORATION, an Ohio corporation (the "Assignor"), and TRANSFORMER ENGINEERING, LLC, a Michigan limited liability company (the "Assignee"). Assignor and Assignee are sometimes referred to hereinafter collectively as the "Parties."

RECITALS

A. Pursuant to an Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement") by and among the Assignee, the Assignor, Transformer Holdings, LLC, Transformer Real Estate, LLC, CCT Leasing, Inc., TEC Building, Ltd., Gary L. Ray and Rose Ray, the Assignee has agreed to purchase certain assets of the Assignor, including all of Assignor's rights, title and interest in and to the Assigned Trademarks (as defined herein).

B. The execution and delivery of this Assignment is a condition to the obligation of the Assignee to consummate the transactions contemplated by the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

1. Definition of Assigned Trademarks. As used herein, the term "Assigned Trademarks" shall mean, throughout the world, the trademarks listed in Appendix A attached hereto and made a part hereof, together with (a) the goodwill of the business in connection with which the Assigned Trademarks are used, and all registrations, applications therefor and renewals and extensions of the foregoing and (b) all rights of action, powers and benefits accrued thereto, including the right to sue for and collect damages and payments for past or future infringements thereof.

2. Assignment of the Assigned Trademarks. Subject to the terms, conditions, and limitations set forth herein, Assignor hereby irrevocably assigns and transfers to Assignee, its successors, and assigns all of Assignor's rights, title, and interest throughout the world in and to the Assigned Trademarks.

3. Further Assurances. Assignor shall provide Assignee, its successors, and assigns, or their legal representatives, cooperation and assistance at Assignee's reasonable request and expense in the implementation or perfection of this Assignment. Assignor agrees that it shall not assist or encourage any challenge to the validity, enforceability, or ownership of the Assigned Trademarks.

4. General Provisions.

4.1 Conflict. This Assignment has been delivered by Assignor to Assignee pursuant to the Purchase Agreement and nothing herein contained is intended to modify the terms of the Purchase Agreement. In the event of a conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

4.2 Severability. It is expressly agreed that if any term or provision of this Assignment is invalid or unenforceable to any extent, then such provision shall be ineffective to the extent of such invalidity or unenforceability and the remaining terms and provisions of this Assignment shall be enforced to the greatest extent permitted by law.

4.3 Counterparts; Facsimile Signatures. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document. This Assignment may be signed by facsimile, and facsimile signatures shall be binding, but the Parties shall provide each other with originally signed copies of the Assignment as soon as possible thereafter.

4.4 Governing Law. This Assignment shall be governed by and construed in accordance with the trademark laws of the United States of America and with the internal laws of the State of Michigan.

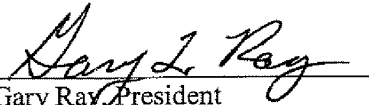
IN WITNESS WHEREOF, this Assignment has been duly executed by the Parties as of the date first written above.

ASSIGNOR:

ASSIGNEE:

TRANSFORMER ENGINEERING
CORPORATION

TRANSFORMER ENGINEERING, LLC

BY: 
Gary Ray, President

BY: _____
James R. Agley, Vice-President

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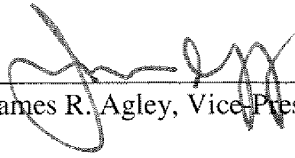
ASSIGNOR:

ASSIGNEE:

TRANSFORMER ENGINEERING
CORPORATION

TRANSFORMER ENGINEERING, LLC

BY: _____
Gary Ray, President

BY: 
James R. Agley, Vice President

APPENDIX A

Assigned Trademarks

1. U.S. Trademark Reg. No. 0520006 for the mark TRENCO & DESIGN (as depicted below), registered on January 17, 1950.



TRENCO

2. The names and marks TRENCO, TRANSFORMER ENGINEERING, TRANSFORMER ENGINEERING CORPORATION, and all abbreviations and variations thereof, as used in any and all fonts and formats, and in English and in any foreign languages.

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