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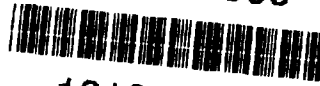
IN THE UNITED STATES

01-31-2000

OFFICE



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101254164

Nos. 6757-000006/COA
6757-000010
6757-000011

COVER SHEET FOR RECORDAL OF DOCUMENT (PATENT)

Hon. Commissioner of Patents and Trademarks
Washington, D.C. 20231

Sir:

Pursuant to 37 C.F.R. 3.31, enclosed herewith is a document for recordal in this case.
The following information is provided:

(1) Name Of Party Conveying The Interest:

AALT, Inc., formerly known as Custom Form Manufacturing, Inc.

(2) Name And Address Of Party Receiving The Interest:

Penda Corporation
2344 W. Wisconsin St.
Portage, WI 53901-0449

(3) Description Of The Transaction To Be Recorded:

Assignment License
 Change of Name Other _____

(4) Application(s) and/or Patent(s) Against Which Enclosure Is To Be Recorded:

Serial Number, filed.
 Application being filed concurrently herewith.
 Patent Number 5,275,458 issued January 4, 1994, Patent Number 4,750,776
issued June 14, 1988 and Patent Number 5,460,423 issued
October 24, 1995.

(5) Name And Address Of The Party To Whom Correspondence Concerning The Request To Record Should Be Mailed:

H. Keith Miller, Esq.
Harness, Dickey & Pierce, P.L.C.
P.O. Box 828
Bloomfield Hills, MI 48303

01/28/2000 DNGUYEN 00000151 5275458

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120.00 OP

(6) **Number Of Applications and/or Patents Identified In The Cover Sheet And Total Recordal Fee:**

Number of Applications/Patents: . 3

Total Recordal Fee Enclosed: . . . \$120.00


(7) **Date(s) The Document Was Executed:** February 17, 1999

To the best of my knowledge and belief, the foregoing information is true and correct, and if the attached is not an original document, the undersigned verifies that it is a true copy of the original.

If, for some reason, Applicant(s) has/have not paid a sufficient fee, please charge our Deposit Account No. 08-0750 for any further fees which may be due. A duplicate copy of this document is enclosed.

Respectfully submitted,

Date: December 29, 1999

By: 
H. Keith Miller
Reg. No. 22,484
Bryant E. Wade
Reg. No. 40,344
Attorneys for Applicant(s)

HKM/BEW/msm

PATENT ASSIGNMENT

WHEREAS, AALT, Inc., formerly known as Custom Form Manufacturing, Inc., a corporation of the State of Indiana having a principle place of business at 2100 Industrial Parkway, Elkhart, Indiana 46516 (hereinafter referred to as "Assignor") and Penda Corporation, a corporation of the State of Wisconsin having a principle place of business at 2344 West Wisconsin Street, P.O. Box 449, Portage, Wisconsin 53901-0449 (hereinafter referred to "Assignee") have entered into an Asset Purchase Agreement dated October 12, 1998 for the purchase and sale of certain assets of the Assignor to Assignee; and

WHEREAS, Assignor wishes to assign all of its rights, title and interest relating to certain of its intellectual property to Assignor, and Assignor is desirous of acquiring an interest therein;

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. This Agreement is executed and delivered pursuant to the Purchase Agreement and is subject to the terms and conditions thereof. Unless defined herein, any terms defined in the Purchase Agreement and used herein shall have the meanings ascribed to them in the Purchase Agreement.

2. Assignor hereby sells, assigns, and transfers to Assignee, and its successors in interest, the full and exclusive right in the United States of America and all foreign countries, including the right to claim priority under the Paris Convention, to the inventions described in the specifications of the patents and patent application identified below, said inventions and all applications for Letters Patent and all Letters Patent therefore to be held and enjoyed by Assignee to the full end of the term for which said Letters Patent are granted and any extensions thereof as fully and entirely as the same would have been held by Assignor had this Assignment and sale not been made and further including the right to enforce said Letters Patent for past infringement or otherwise:

- a. U.S. Patent No. 5,540,475 entitled "TONNEAU COVER ASSEMBLY CLAMPING ASSEMBLY;
- b. U.S. Patent No. 5,406,423 entitled "TONNEAU COVER ASSEMBLY AND CROSS-BOW CLIP;
- c. U.S. Patent No. 5,275,458 entitled "TONNEAU COVER ASSEMBLY; and
- d. U.S. Patent No. 4,750,776 entitled "BEDLINER AND MOUNTING DEVICE.

3. Assignor hereby covenants and agrees to execute all instruments or documents required or requested for the making and prosecution of applications for Letters Patent of the United States of America and all foreign countries on, for litigation regarding,

or for the purpose of protecting title to said inventions or Letters Patent therefore for the benefit of Assignee without further or other compensation than that as set forth herein.

4. This Agreement shall be construed and interpreted in accordance with the laws of the State of Indiana, without regard to applicable conflicts of laws provisions. For the convenience of the parties, this Agreement may be executed in several counterparts, each of which when so executed shall be, and be deemed to be, an original instrument and such counterparts together shall constitute one and the same instrument. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the successors and assigns of the parties hereto.

IN WITNESS WHEREOF each of the parties has executed this Agreement as of the date(s) indicated below.

AALT, INC.

Date: 2-17-99

Jack G. Barben President
Jack G. Barben
President

State of Indiana)
County of Elkhart) ss.

On this 17th day of February, 19 99, before me personally appeared the foregoing individuals, who executed the foregoing instrument and who acknowledged to me that they executed the same of their own free will for the purpose therein set forth.

Debra J. Smit
Notary Public,

(seal) ELKHART County, State of INDIANA

My Commission Expires: Feb. 12, 2000

PENDA CORPORATION

Date: December 16, 1998

Jack L. Thompson
Jack L. Thompson
President and Chief Executive Officer

State of Wisconsin)
County of Columbia) ss.

On this 16th day of December, 1998, before me personally appeared the foregoing individuals, who executed the foregoing instrument and who acknowledged to me that they executed the same of their own free will for the purpose therein set forth.

Mary Ann Schreiter
Notary Public,

(seal)

Columbia County, State of Wisconsin

My Commission Expires: Nov. 24, 2002