

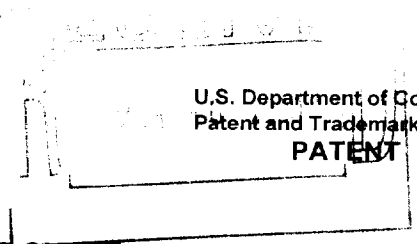
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FORM PTO-1619A
Expires 06/30/99
OMB 0651-0027



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**RECORDATION FORM COVER SHEET
PATENTS ONLY**

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New

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Conveyance Type

Assignment Security Agreement

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Merger Other

U.S. Government
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Name (line 1) Execution Date Month Day Year

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(312) 715-4770

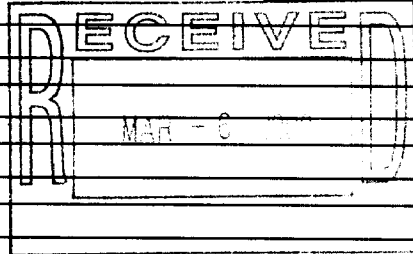
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Address (line 1)

Address (line 2)

Address (line 3)

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Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Numbers

Patent Number(s)

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT PCT PCT
PCT PCT PCT

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Mark R. Galis
Name of Person Signing

Signature

3/1 2000
Date

ASSIGNMENT OF PATENTS

AND

THE UNITED STATES REGISTRATIONS THEREOF

WHEREAS, Maurice Lee Unger, an Arizona resident, having a place of business at LTD Accessories, Inc., 7725 Redfield Road, Suite 105-100, Scottsdale, Arizona 85260 ("Assignor"), is the owner of certain United States patent and the registrations thereof identified in Schedule A attached hereto and by this reference incorporated herein (the "Patents" and "Registrations"); and

WHEREAS, pursuant to that certain agreement entitled "Purchase Agreement" entered into by and between Assignor, PACE-EDWARDS COMPANY, a Washington corporation, having a principal place of business at c/o Prospect Partners, L.L.C., 70 West Madison St., Chicago, Illinois 60602 ("Assignee"), and Mr. Ricardo L. Unger on October 18, 1999, Assignor has agreed to assign to Assignee its entire rights, title and interests in and to the Patents and the Registrations; and

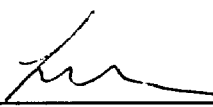
WHEREAS, in order to effectuate Assignor's assignment of its entire rights, title and interests in and to the Patents and Registrations to Assignee, Assignor is executing this instrument of assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor does hereby sell, assign, convey and transfer to Assignee, its successors, assigns and legal representatives, its full and entire rights, title and interests in and to the Patents and Registrations, and/or the inventions disclosed and claimed therein, and any continuations, continuations-in-part and/or any divisional applications thereof, and any reissue applications pertaining to any of the Patents and Registrations, and any reissued Patents and Registrations granted on such reissue applications, and any re-examinations of any of the Patents, the same to be held and enjoyed by Assignee for its own use and enjoyment and for the use and enjoyment of its successors, assigns, and legal representatives, to the end of the terms for which the Patents are or may be granted or reissued. The foregoing assignment includes any and all causes of action and claims for damages by reason of infringement of the Patents, or any of them, which causes of action and claims arose prior to the date of execution hereof, together with the right to sue for and collect the same for Assignee's own use, benefit and enjoyment, and for the use, benefit and enjoyment of its successors, assigns and legal representatives.

Assignor hereby agrees that Assignee shall have the right to record this instrument of assignment in the United States Patent and Trademark Office, so as to establish Assignee as owner of record of future Patents and Registrations, and the inventions disclosed and claimed therein, as the case may be, in the United States.

Assignor further agrees, at the request of Assignee and without charge or cost to Assignee, to: (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment; and (ii) fully cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of assignment with the United States Patent and Trademark Office so that Assignee's ownership of the Patents and Registrations, and the inventions disclosed and claimed therein, is duly made of record in the United States.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed on the 26th day of October, 1999.

By: 

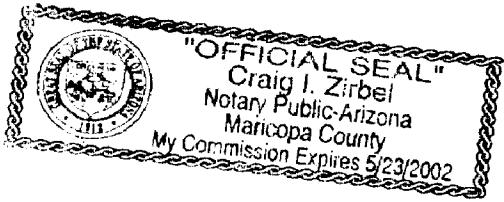
Maurice Lee Unger

SCHEDULE A

United States Patent Registrations				
Inventor	Title	Owner	Issue Date	Registration No.
Ernest Noriega, Sr.	Shelf For Vehicle Cab	M. Lee Unger	January 5, 1988	4,717,193

State of Arizona)
 County of Maricopa) SS

On this 26th day of October, 1999, before me, ~~M. Lee Unger~~ CRAIG ZIRBEL, the undersigned Notary Public, personally appeared Maria Lopez personally known to me OR _____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

 Notary's Signature