

ASSIGNMENT

WHEREAS WE, Michael D. Austin and James H. Niedzielski
citizens of The United States and residing at Flushing and Fenton, Michigan,
respectively

have invented certain new and useful improvements in
PALLET COVER

for which we have executed an application for United States Letters Patent on
even date herewith

AND WHEREAS ATLAS TECHNOLOGIES, INC., a corporation organized and
existing under the laws of the State of Michigan, and having a place
of business at Fenton, Michigan

hereinafter called Assignee, is desirous of acquiring an interest in and to said
application and the inventions and improvements therein disclosed;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand
paid, and other good and valuable considerations, the receipt and sufficiency of
which are hereby acknowledged, we do hereby assign, sell, transfer, and set over unto
said Assignee our entire right, title and interest in and to said application and the
inventions and improvements therein disclosed for the United States of America and
all foreign countries, including all of our rights under the International Convention
for the Protection of Industrial Property, and any Letters Patent which may issue
therefor in the United States of America and all foreign countries, and all divisions,
reissues, continuations, renewals, reexaminations and/or extensions thereof, said
Assignee to have and to hold the interests herein assigned to the full ends of the
terms of said Letters Patent and any and all divisions, reissues, continuations,
renewals, and/or extensions thereof respectively, as fully and entirely as the same
would have been held and enjoyed by us had this assignment not been made.

We hereby authorize and request the Patent Office officials in the United
States and any and all foreign countries to issue any and all said Letters Patent,
when granted, to said

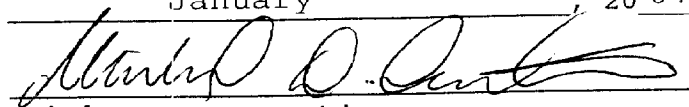
ATLAS TECHNOLOGIES, INC.

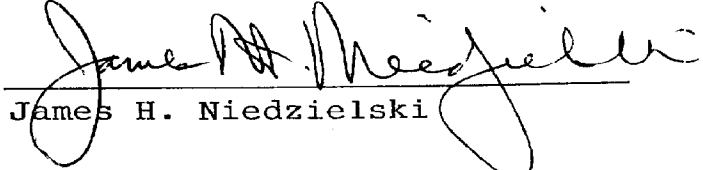
as assignee of our entire right, title, and interest in and to the same.

And for the considerations aforesaid, we agree that we will communicate to said
Assignee or the representatives thereof any facts known to us respecting said
inventions and improvements, and will, upon request, testify in any legal
proceedings, sign all lawful papers, execute all divisional, reissue, continuation,
renewal, reexaminations and/or extension applications, make all rightful oaths and
generally do all other and further lawful acts deemed necessary or expedient by said
Assignee or by counsel for said Assignee to assist or enable said Assignee to obtain
and enforce full benefits from the rights and interest herein assigned.

This assignment shall be binding upon our heirs, executors, administrators or
legal representatives, as the case may be, and shall inure to the benefit of the
heirs, executors, administrators, successors, legal representatives and/or assigns,
as the case may be, of said Assignee.

IN TESTIMONY WHEREOF WE have hereunto set our hands this 10th day of
January, 2001.


Michael D. Austin



James H. Niedzielski

STATE OF MICHIGAN)
) ss:
COUNTY OF ~~CENOSSE~~)
SAGINAW)

Before me, a notary public in and for the said county and state, personally
appeared

Michael D. Austin and James H. Niedzielski
who acknowledged that they are the persons who executed the foregoing assignment and
acknowledged it to be their free and voluntary act and deed.

Witness my hand and notarial seal this 10th day of January,
2001.


Notary Public
My commission expires **CAROLE L. WILLIAMS**

Notary Public, Saginaw County Mich.
My Commission Expires **PATENT** for 27, 2002

SEAL