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COVER SHEET

U.S. DEPARTMENT OF COMMERCE
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PATENTS ONLY

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
James S. Franco
William P. McDonough
04/12/02
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: PEM Management, Inc.
Internal Address: _____

Street Address: 300 Delaware Avenue
Suite 1225
City: Wilmington State: DE Zip: 19801
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: _____

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is: 4/2/02
A. Patent Application No.(s)
B. Patent No.(s)
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Gregory J. Gore
Internal Address: _____

Street Address: 70 West Oakland Avenue
Suite 316
City: Doylestown State: PA Zip: 18901

6. Total number of applications and patents involved: 1
7. Total fee (37 CFR 3.41).....\$40.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
071733
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.
Gregory J. Gore *Gregory J. Gore* 4/11/02
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS that we, James S. Franco of 317 Sexton Road, Wind Gap, PA 18091 (post office address: 317 Sexton Road, Wind Gap, PA 18091), and William P. McDonough of 23 College Avenue, Collegeville, PA 19426 (post office address: 23 College Avenue, Collegeville, PA 19426), having invented a HYBRID PANEL FASTENER WITH SNAP-ON CAP, for which we are about to file an application for Letters Patent in the United States of America, do for One Dollar to us in hand paid and other valuable considerations the receipt whereof is hereby acknowledged, hereby sell, assign, transfer and set over unto PEM MANAGEMENT, INC., a Delaware corporation, of Wilmington, Delaware, its successors and assigns, the entire right, title and interest in and to said invention as set out in the application for Letters Patent of the United States of America executed by us on the 2nd day of April, 2002 in any form or embodiment thereof, and including all patentable subject matter disclosed in said application, and in and to any and all Letters Patent of the United States of America and foreign countries which may be obtained therefor, including reissues, renewals or patents issued upon divisional, continuing or substitute applications; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue the Letters Patent of the United States of America for said invention to said PEM MANAGEMENT, INC., its successors and assigns, as the owner of the entire right, title and interest therein.

AND we do hereby represent to and covenant with the said PEM MANAGEMENT, INC., its successors and assigns, that we are the original, first and sole inventors of the invention or inventions disclosed in and /or claimed by said application; that at the time of making this

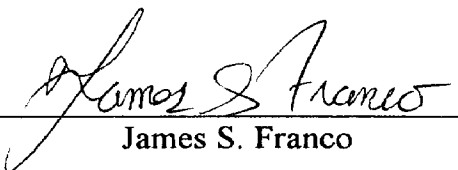
assignment we are fully entitled to make the foregoing conveyance; that there are no outstanding grants, shop rights or encumbrances upon or affecting said invention or the Letters Patent which may be obtained therefor, other than the rights of PEM MANAGEMENT, INC. therein; that we will furnish to PEM MANAGEMENT, INC., its successors and assigns, all data, aid and information within our possession or control tending to facilitate the commercial production and exploitation of the invention hereinabove referred to in the best commercial forms thereof known to us; that we will, at the request of said PEM MANAGEMENT, INC., its successors and assigns, give such testimony as we truthfully can, and furnish such data and aid as are within our possession or control tending to establish the originality and priority of our invention or inventions and vindicate the validity and infringement of any Letters Patent that may be obtained therefor, PROVIDED, HOWEVER, that the expense of taking such testimony and our necessary expenses in connection with the giving of the same be paid by PEM MANAGEMENT, INC., its successors and assigns, and we do further covenant and agree that we will execute all instruments presented by or on behalf of PEM MANAGEMENT, INC., its successors and assigns, by them deemed necessary or desirable for better protecting in the United States of America or in any foreign country the subject matter disclosed in said application for Letters Patent or perfecting title thereto in said PEM MANAGEMENT, INC., its successors and assigns.

We agree that we will not, during the pendency of said application for Letters Patent, nor thereafter, make, use or sell items embodying said invention or in any way exploit said invention for our own behalf or for others, nor aid or abet others to do so, without first obtaining the written consent of said PEM MANAGEMENT, INC.

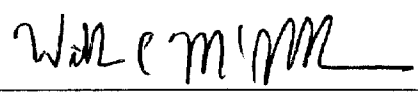
We do hereby certify that no representations have been made to us or relied upon by us as

an inducement for this assignment and agreement other than as is herein specifically set forth.

IN WITNESS WHEREOF, and intending to be legally bound hereby, we have hereunto set our hands and seals this 2nd day of April, 2002.



James S. Franco (SEAL)



William P. McDonough (SEAL)

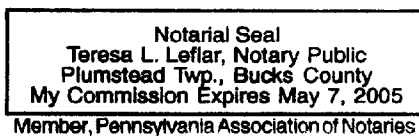
STATE OF *Pennsylvania* }

} SS

COUNTY OF *Bucks* }

Be it remembered that on the 2nd day of April, 2002, before me, the subscriber, a Notary Public within and for the County and State aforesaid, personally appeared the above-named James S. Franco and William P. McDonough, and in due form of law acknowledged the foregoing Assignment to be their acts and deeds and desired that the same be recorded as such.

WITNESS my hand and Notarial Seal the day and year aforesaid.



Teresa L. Leflar (SEAL)
Notary Public

My commission expires: May 7, 2005