05-09-2002 4.24.09 102083929 Commissioner of Patents and Trac riginal documents or copy thereof 1. Name of conveying party(ies): Name and address of receiving party(ies): Belwith International, Ltd. Kevin Dewald Scott A. Thor P.O. Box 207 Grandville, Michigan 49468-0127-Additional name(s) & address(es) atta Additional name(s) of conveying party(ies) attached? ___ Yes _X No Yes X No 3. Nature of conveyance: ___ Merger X Assignment ___ Change of Name Security Agreement Other: Execution Date: 1/29/02 4. Application number(s) or registration number(s): If document is being filed with a new application, the execution date of the application is: B. Patent No.(s) A. Patent Application No.(s) U.S. Serial No. 29/153,635, filed 1/10/02x No Additional numbers attached? Yes 5. Name and address of party to whom correspondence 6. Total number of applications and patents involved: concerning document should be mailed: Joseph V. Coppola, Sr. 7. Total Fee (37 CFR 3.41).....\$40.00 Rader, Fishman & Grauer PLLC 39533 Woodward Avenue, Suite 140 Enclosed Bloomfield Hills, Michigan 48304 (248) 594-0650 X Authorized to be charged to deposit account 8. Deposit Account Number: 18-0013 (Attach duplicate copy of this page if paying by deposit account) 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. Explication of 1666 - Hill 1.29, 110. Joseph V. Coppola, Sr. Name Total number of pages including cover sheet, attachments, and document: 3 Do not detach this portion Mail documents to be recorded with required cover sheet information to: Commissioner of Patents and Trademarks Box Assignments Washington, D.C. 20231 Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document :: be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

05/09/2002 DBYRNE 00000011 180013 29153635 01 FC:581 40.00 CH

ASSIGNMENT AND AGREEMENT

FOR VALUE RECEIVED, we, Kevin Dewald and Scott A. Thor, citizens of the USA, and residing at 307 North Division Avenue, Spring Lake, Michigan 49456; and 4176 Alpenhorn Drive NW #7, Comstock Park, Michigan 49321, respectively, hereby sell, assign and transfer to Belwith International, Ltd. P.O. Box 207, Grandville, Michigan 49468-0127 as assignee, and its successors, assigns and legal representatives, the entire right, title and interest, for all countries in and to certain inventions relating to

PULL (Broach)

described in an app	olication for Letters Patent of the United States,
	filed herewith, filed as U.S. Serial No. 29/153,635 on 1/10/02
and all the rights a	nd privileges under any and all Letters Patent that may be granted therefor.
	request that any and all patents for said inventions be issued to said assignee, its

successors, assigns and legal representatives, or to such nominees as it may designate.

We agree that, when requested, we will, without charge to said assignee but at its expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for said inventions in any and all countries and for vesting title thereto in said assignee, its successors, assigns and legal representatives or nominees.

We authorize and empower said assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from us.

We hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the said assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

1

PATENT REEL: 012864 FRAME: 0317 We covenant with said assignee, its successors, assigns and legal representatives, that the rights and property herein conveyed are free and clear of any encumbrance, and that we have full right to convey the same as herein expressed.

Signed at 7002. this day of 2002.

Kevin Dewald

Date: _______

Witness

RECORDED: 04/29/2002

this day o

Scott A. Thor

Date: ////

Witness

R0134707.DOC

2