

05-15-2003



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Form PTO-1595 (Rev. 03/01)

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

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

1. Name of conveying party(ies):

5-14-03

BKS Company, a Limited Partnership

2. Name and address of receiving party(ies)

Name: BKS Company, a General Partnership

Internal Address:

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Change in Form of Partnership

Street Address: 226 Shirley

City: Birmingham State: MI Zip: 48009

Execution Date: 10/9/1984

Additional name(s) & address(es) attached? Yes No

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:

A. Patent Application No.(s)

B. Patent No.(s) 5,310,158 4,813,720
 4,660,862 4,629,226 4,623,164
 4,261,600 4,312,526

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: James D. Stevens

Internal Address:

Street Address: P.O. Box 4390

City: Troy State: MI Zip: 48099-4390

6. Total number of applications and patents involved: 7

7. Total fee (37 CFR 3.41).....\$ 280.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

FINANCE SECTION
MAY 13 2003

DO NOT USE THIS SPACE

9. Signature.

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280.00 DP

James D. Stevens

Name of Person Signing

James D. Stevens
Signature

April 16, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 14

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

PATENT REEL: 014059 FRAME: 0089

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FIRST AMENDMENT OF LIMITED PARTNERSHIP AGREEMENT
OF BKS COMPANY, LIMITED PARTNERSHIP

THIS AGREEMENT is made and entered into as of the 9th day of October, 1984, by and among Thomas R. Cassel, Kurt D. Cassel, Scott T. Cassel and Brent R. Cassel (hereinafer referred to as "General Partners").

W I T N E S S E T H

WHEREAS, the parties hereto did on the 9th day of October, 1979 enter into a certain agreement described as "Limited Partnership Agreement of BKS Company", and

WHEREAS, the Certificate of Limited Partnership filed with Oakland County expires on October 9, 1984, and

WHEREAS, the parties hereto wish to change the form of the Partnership from that of a Michigan Limited Partnership to that of a Michigan General Partnership;

NOW, THEREFORE, IT IS AGREED by and between the parties hereto that said Limited Partnership Agreement of BKS COMPANY is hereby amended in its entirety, and said trust, as restated, shall read as follows:

General Partnership Agreement
of
BKS COMPANY

AGREEMENT made October 9, 1984, between Thomas R. Cassel (hereinafter "Tom"), Kurt D. Cassel (hereinafter "Kurt"), Scott T. Cassel (hereinafer "Scott"), and Brent R. Cassel (hereinafter "Brent"), all of Birmingham Michigan.

1. Name and Business. The parties hereby form a partnership under the name of BKS COMPANY to own, build upon, alter repair, rent, lease, and otherwise deal with real and personal property, of any kind or description, including the lands and premises known as 2430 E. Walton Blvd., Auburn Hills, Michigan 48057 (the "Property"). The principal office of the business shall be at 226 Shirley, Birmingham, Michigan 48009.

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The Partnership may engage in any and all other activities as may be necessary, incidental or convenient to carry out the business of the Partnership as contemplated by this Agreement.

2. Partners. The name and address of each of the Partners are as follows:

<u>Name</u>	<u>Address</u>
Thomas R. Cassel	226 Shirley Birmingham, MI 48009
Kurt D. Cassel	911 S. Bates Birmingham, MI 48009
Scott T. Cassel	444 W. Lincoln Birmingham, MI 48009
Brent R. Cassel	226 Shirley Birmingham, MI 48009

3. Term. The Partnership shall commence on October 9, 1984, and shall continue until terminated as provided in this Agreement.

4. Capital Contributions. Whenever required in the business of the partnership, capital shall be contributed by the partners in the proportions in which they share in partnership profits and losses. This paragraph shall not apply to the estate of a deceased partner.

An individual capital account shall be established and maintained for each Partner, who shall receive an interest in the Partnership and shall be credited with the amounts of his or her capital contributions to the Partnership from time to time. A Partner shall not be entitled to interest on his or her capital contribution, or to withdraw any part of his capital account, or to receive any distribution from the Partnership, except as specifically provided herein.

5. Net Profits, Net Losses and Cash Flow. (a) Profits and Losses. Subject to such adjustments as may be required pursuant to paragraph 6 below, the net profits and

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the net losses shall be shared by the partners as follows:

<u>Partner</u>	<u>Percentage</u>
Thomas R. Cassel	51%
Kurt D. Cassel	16.34%
Scott T. Cassel	16.33%
Brent R. Cassel	16.33%

The terms "net profits" and "net losses" shall mean the net profits and losses of the Partnership as determined for federal income tax purposes by the public accountant servicing the Partnership account.

(b) Cash flow. The "cash flow of the Partnership" shall be the net profits and losses of the Partnership as defined in paragraph 5(a) above, plus (i) depreciation and other noncash charges deducted in determining such net profits and losses, (ii) the net proceeds from any refinancing of the Partnership's mortgages and (iii) the net proceeds from the sale of any of the Partnership's assets, minus (i) principal payments on all mortgages, (ii) any other cash expenditures which have not been deducted in determining the net profits and losses of the Partnership, and (iii) any amount reasonably required to maintain sufficient working capital and a reasonable reserve for replacements. The cash flow of the Partnership shall be determined separately for each fiscal year and not cumulatively and, as so determined, shall be distributed in the same proportion as profits and losses are shared in accordance with paragraph 5(a), subject to such adjustments as may be required by paragraph 6. The cash flow shall be distributed at the discretion of the Managing Partner, but at least semiannually.

(c) Income accounts. A separate income account shall be maintained for each Partner. Partnership profits and losses shall be charged or credited to the separate income account of each Partner. If a Partner has no credit balance

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in his or her income account, losses shall be charged to his or her capital account.

6. Additional funds and adjustments. (a) Call for funds. The Partners recognize that the income produced by the Partnership's properties may be insufficient to pay the operating costs of the properties. If in the judgment of the Managing Partner additional funds are required to pay such operating costs, the additional funds shall be called for by the Managing Partner and shall be contributed by the Partners in proportion to their capital interests in the Partnership. However, the amount of funds subject to call and contribution in any calendar year shall not exceed \$5,000.00 in the aggregate, unless any excess is approved by Partners holding at least a 70% interest in the capital of the Partnership. As used above, the term "operating costs" shall include, without limitation: principal and interest payments on partnership loans, whether or not secured by mortgages on Partnership properties; costs of repair, maintenance, and improvements; insurance premiums; and real estate taxes, assessments, and other governmental charges.

(b) Contributions for nondefaulting partners. If any Partner is unable or unwilling to make any or all of his proportionate contribution, then the remaining Partners who are able and willing to do so may make a contribution in excess of their proportionate share, in such amounts as they may agree among themselves. If they are unable to agree, each Partner who is able and willing to make a contribution shall have the primary right to contribute that portion of such excess which the proportion of such Partner's capital interest in the Partnership bears to the aggregate capital interests of all such Partners, and a secondary right to contribute any remaining portion of such excess which is not desired to be contributed by any other Partner in the exercise of his or her

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primary right. If there is more than one Partner desiring to exercise secondary rights, they shall be entitled to contribute the remaining portion of such excess in the same proportion as stated above with regard to their primary rights.

(c) Contributions by nondefaulting partners. Any Partner who makes a contribution to the Partnership pursuant to paragraph 6(b) above shall have the option to (1) treat the contribution as additional capital of the Partnership, or (2) treat the contribution as a loan to the defaulting Partner, which election shall be made, in writing, at the time the contribution is made.

(1) If the contributing Partner elects to treat his or her contribution as additional capital, such funds shall be allocated to his or her capital account. After such contributions are made, each Partner's percentage interest in the profits, losses and cash flow of the Partnership shall be adjusted and determined by dividing the aggregate cash contributions of all the Partners to the Partnership since the inception of the Partnership, into the aggregate cash contributions of each Partner. The resulting quotient with respect to each Partner shall be the adjusted percentage interest of such Partner. Such adjusted percentage interest of each Partner shall supersede the percentage interest of such Partner as set forth in paragraphs 5(a) and 5(b) above.

(2) If the contributing Partner elects to treat his or her contribution as a loan to the defaulting Partner, then no adjustment shall be made to the contributing Partner's capital account, and his or her share in the profits, losses, and cash flow of the Partnership shall remain the same. However, the capital account of the defaulting Partner shall be increased by the amount of the loan, and a defaulting Partner's share in the profits, losses, and cash flow of the Partnership shall be adjusted as if he or she had made a

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contribution to the capital of the Partnership in the amount of the loan. The amount advanced by the Partner on behalf of the defaulting Partner shall be a debt of the defaulting Partner to the contributing Partner and shall bear interest at the rate of 7% per annum. Thereafter, all distributions of cash from the Partnership due to the defaulting Partner shall be paid to the Partner (or pro rata to the Partners) who have elected to treat the contributions as loans, until such time as the principal and interest of the loan(s) are paid in full.

7. Managing partner. (a) The day-to-day affairs of the Partnership shall be handled by the Managing Partner, Thomas R. Cassel. If at any time Thomas R. Cassel is unable or unwilling to serve as Managing Partner, the successor Managing Partner of the Partnership, as well as the successor to fill any vacancy thereafter occurring in such office, shall be the first in the order named who is able and willing to serve of the following:

Kurt D. Cassel

Scott T. Cassel

Brent R. Cassel

the individual appointed by Partners owning a majority in interest of the capital of the Partnership.

(b) Partners owning a majority in interest of the capital of the Partnership may remove the acting Managing Partner at any time; in such event, the successor Managing Partner shall be the person named or appointed, as the case may be, pursuant to the provisions of the preceding sentence.

(c) The Managing Partner shall provide such services to the operation of the Partnership business as he or she shall deem proper and necessary, including keeping all Partners informed of all letters, accounts, writings and other information which shall come to his or her attention concerning the business of the Partnership.

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(d) The Managing Partner shall keep or cause to be kept full records of each transaction of the Partnership and shall maintain such records at the principal office of the Partnership or at the principal office of the Partnership's accounting firm. Said records shall be open for inspection and examination by all Partners, or their duly authorized representative, at all reasonable times. The Managing Partner shall furnish, or cause to be furnished, to each Partner statements of financial condition of the Partnership within 60 days after the end of each fiscal year of the Partnership. The fiscal year of the Partnership shall end on December 31.

(e) The Managing Partner shall cause the funds of the Partnership to be deposited in such bank account as he or she shall designate and withdrawals shall be made upon such signatures as the Partners shall authorize.

(f) The Managing Partner shall not be liable to the Partnership or to any Partner for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred by this Agreement. The Managing Partner shall be liable only for the acts and/or omissions involving intentional wrongdoing.

(g) The Managing Partner shall receive no compensation for his or her service.

8. Voting. Each Partner shall vote in proportion to his or her capital interest in the Partnership from time to time. Each Partner may exercise his or her vote by written or oral notification to the Managing Partner, in each of those instances hereinafter stated.

9. Consent to operations. The procedure for the operation of the Partnership shall be as follows:

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(a) The day-to-day affairs of the Partnership shall be handled by the Managing Partner, as hereinabove stated.

(b) The following actions shall require the vote and unanimous approval of all the Partners:

(1) The purchasing and developing of new properties;

(2) The amendment of this Partnership Agreement; and

(3) The admission of new partners to the Partnership.

(c) All other actions taken by the Partnership, excluding those mentioned in subparagraphs (a) and (b) above, shall require the vote and approval of Partners owning a majority in interest of the capital of the Partnership.

10. New partners. Except as provided in paragraph 12, new partners may be admitted into the Partnership, after the required vote, only if they agree to execute and acknowledge such instruments as are necessary or desirable to effect such admission and to confirm their agreement to be bound by all the covenants, terms and conditions of this Agreement, as the same may have been amended. Each new partner shall receive a capital interest and share in the profits, losses, and cash flow of the Partnership in an amount to be determined by all other Partners at the time of admission.

11. Amendments. Amendments to this Agreement shall become effective only if in writing, signed by all the Partners, and filed with the County Clerk of Oakland County, Michigan.

12. Transfer of partnership interest. (a) Permitted transfers during life. During the life of a Partner, he or she may transfer all or any part of his or her

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Partnership interest by gift, sale or other transfer, either in trust or outright, to or for the benefit of his or her spouse and/or any of his or her descendants, including his or her stepchildren and any descendant whose relationship to the Partner is created by birth or adoption. Thereafter, the transferee shall become a Partner with all the interests, rights and duties previously held by the transferor.

Unless expressly consented to in writing by the nontransferring Partners, no transfer of a Partnership interest shall in any way alter or diminish the transferor's obligation with respect to any then unpaid additional payments required to be made pursuant to paragraph 6 above.

(b) Prohibited transfers during life. During the life a Partner, he or she shall not pledge, cause a lien to be placed against or encumber his or her Partnership interest in any way. Except as otherwise provided in paragraph 12 (a) above, a partner shall not sell or in any other way transfer his or her Partnership interest during this lifetime without first offering such interest for sale to the Partnership by a writing addressed and delivered to the principal office of the Partnership. The notice shall set forth the proposed sale price and terms of sale. Thereupon, the Partnership shall have a period of 30 days to notify the selling Partner of its intention to purchase the interest offered for sale pursuant to the terms of that offer. If the Partnership timely elects to purchase the selling Partner's interest (which election shall be made on behalf of the Partnership by a majority in interest of Partners other than the selling Partner), then within 45 days after receipt by the Partnership of such offer to sell, the Partnership shall purchase said interest at the

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price and upon the terms at which said interest is offered for sale. If the interest is not purchased by the Partnership within said 45 day period, then during the six-month period thereafter the offering Partner may sell his or her Partnership interest so offered for sale to any person whomsoever; provided, however, that said interest shall not be sold at a lower price or on more favorable terms than the price and terms set forth in the notice sent by the partner in accordance with this paragraph 12(b) without first reoffering said interest for purchase by the Partnership in accordance with this paragraph 12(b). If the offering Partner does not sell his or her Partnership interest within the six-month period, he or she shall thereafter not sell or in any other way transfer such interest without first reoffering such interest for sale to the Partnership, in the manner set forth in this paragraph 12(b).

Unless expressly consented to in writing by the nontransferring Partners, no transfer of a Partnership interest shall in any way alter or diminish the transferor's obligations with respect to any then unpaid additional payments required to be made pursuant to paragraph 6 above.

(c) At death of partner.

(1) Waiver of statutory appraisal. Upon the death of a Partner, an inventory and appraisal of the Partnership assets and the sale of the deceased Partner's interest in the Partnership is hereby waived.

(2) Updating of income accounts. After the death of a partner, the income accounts of all the Partners shall be updated by charging or crediting thereto all profits and losses of the Partnership during the period beginning on the later to have occurred of:

(A) January 1 of the Partnership's then current fiscal year, or

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(B) The date as of which such accounts were last updated by reason of a Partner's death, and ending on the last day of the month in which the Partner's death occurred. Thereafter, the decedent's proportionate share of the cash flow of the Partnership shall be paid to his or her estate.

(3) Estate becomes a partner. After the death of a Partner, the decedent's estate, by its fiduciary (and the beneficiary and/or beneficiaries of the Partnership interest from the estate), shall become partners with all the interests, rights and duties previously held by the decedent (except the right to be Managing Partner).

13. Termination of the partnership. The Partnership shall be terminated and dissolved upon the vote of a majority in interest of the Partners. Upon the termination of the Partnership as herein provided, a full and general accounting shall be taken of the Partnership business and the affairs of the Partnership shall be wound up. Any profits or losses incurred since the previous accounting shall be divided among the Partners and shall be added to the distribution to be made to the Partners. The Managing Partner shall wind up and liquidate the Partnership by selling the Partnership assets and, after the payment of the Partnership liabilities, expenses and fees incurred in connection with such liquidation, distributing the net proceeds therefrom, in cash to the Partners in proportion to their capital interests in the Partnership.

Except as otherwise expressly provided in this Partnership Agreement, dissolution of the Partnership shall be subject to the provisions of Section 449.29 thru 449.43 Michigan Compiled Laws, as now constituted or hereafter amended or substituted. Unless otherwise required by law or by court order and subject to the provisions of Section 13 of

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this Partnership Agreement, the Partnership business shall not terminate upon the occurrence of any event causing dissolution of the Partnership. Any successor by the operation of law to a surviving Partner's interest, including, by way of example and not by way of limitation, a guardian, a receiver, or a trustee in bankruptcy, shall be deemed an assignee having the rights which an assignee of such Partner's interest would have under the provision of Michigan Compiled Laws.

14. Notices. All notices, consents and other instruments hereunder shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, and shall be directed to the parties hereto at the addresses hereinabove set forth or at the last addresses of the parties furnished by them in writing to the Managing Partner. Notices to the personal representative of a deceased Partner's estate shall be mailed in the same manner to the last known address of such representative.

15. Governing law. This Partnership Agreement shall be interpreted under the laws of the State of Michigan.

16. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association in Pontiac, Michigan, and judgment upon the award may be entered in any court having jurisdiction thereof.

17. Binding effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective next-of-kin, legatees, administrators, executors, legal representatives, successors and permitted assigns.

LABEL, QUAIL

RYAN, P.C.

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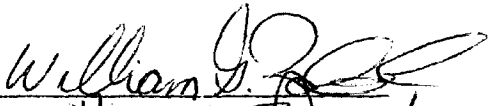
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IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.


Witnesses:



WILLIAM G. ZOBEL
(AS TO ALL FOUR SIGNERS)



Thomas R. Cassel



Kurt D. Cassel

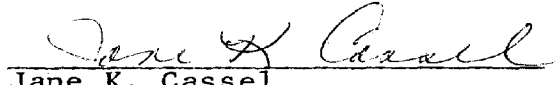


Scott T. Cassel



Brent R. Cassel

This Amendment is consented to by Jane K. Cassel,
Limited Partner in original Limited Partnership.



Jane K. Cassel

Dated: OCTOBER 9, 1984.

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