

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
The Polymeric Corporation		07/03/2002
RECEIVING PARTY DATA		
Name:	BM Holdings I, L.L.C.	
Street Address:	1000 Allanson Road	
Internal Address:	Attn: Dana Andrew Alden	
City:	Mundelein	
State/Country:	ILLINOIS	
Postal Code:	60060	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	09668867	
CORRESPONDENCE DATA		
Fax Number:	(847)970-4600	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	mpruden@maclean-fogg.com	
Correspondent Name:	MacLean Investment Partners, L.L.C.	
Address Line 1:	1000 Allanson Road	
Address Line 2:	Attn: Dana Andrew Alden	
Address Line 4:	Mundelein, ILLINOIS 60060	
ATTORNEY DOCKET NUMBER:	02-9540-6520-0000-2PRI	
NAME OF SUBMITTER:	Michael Pruden	
<p>Total Attachments: 4</p> <p>source=Assignment#page1.tif</p> <p>source=Assignment#page2.tif</p> <p>source=Assignment#page3.tif</p>		

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PATENT
REEL: 018259 FRAME: 0137

EXHIBIT C

ASSIGNMENT OF INVENTIONS AND PATENT APPLICATIONS

THIS ASSIGNMENT ("Assignment"), dated July 3, 2002, is by LEW CORPORATION, a Nevada corporation, THE POLYMERIC CORPORATION, a Nevada Corporation, and LEW COMPOSITES, INC., a Nevada Corporation, (hereinafter referred to jointly as "Assignor") to BM HOLDINGS I, L.L.C., a Delaware limited liability company (hereinafter referred to as the "Assignee").

RECITALS:

A. Assignor has acquired the entire right, title, and interest in and to the inventions and patent applications identified on Schedule 1 and that said right, title, and interest is free and clear of all liens, claims, claims of co-inventorship, encumbrances, and security interests.

B. Assignor desires to assign the entire right, title, and interest in and to, the inventions and patent applications identified on Schedule 1.

C. Assignee, having a place of business at 1000 Allanson Road, Mundelein, Illinois 60060, desires to acquire the entire right, title, and interest in and to, the inventions and the patent applications identified on Schedule 1, and all patents which may be obtained for said inventions, as set forth below:

AGREEMENTS

1. In consideration of the representations, warranties, covenants and agreements contained herein, and other valuable and legally sufficient consideration, the receipt of which by the Assignor from the Assignee is hereby acknowledged, the Assignor has sold, assigned, and transferred, and by these presents does sell, assign, and transfer to the Assignee, the entire right, title, and interest for the United States in and to the inventions and patent applications identified on Schedule 1; and any patents that may issue for said inventions in the United States; together with the entire right, title, and interest in and to said invention and any and all patent applications and patents therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title, and interest in and to all continuations, divisions, renewals, and extensions of any of the patent applications identified on Schedule 1; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

2. The Assignor hereby covenants and agrees, for both the Assignor and the Assignor's legal representatives, that the Assignor will assist the Assignee in the prosecution of the patent applications identified on Schedule 1 that the Assignee may elect to make covering the invention identified above; in vesting in the Assignee like exclusive title in and to all such other patent applications and patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent.

3. The Assignor hereby covenants and agrees, for both the Assignor and the Assignor's legal representatives, that the Assignor will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment and that, upon the request of the Assignee, the Assignor shall make all rightful oaths, testify on behalf of the Assignee, and do all other lawful acts necessary to carry out the intent of this Assignment as well as provide such other material, information, or assignment as the Assignee may consider necessary.

4. This Assignment shall be binding on the Assignor, its successors and/or assigns and all others acting by, through, with or under its direction, and all those in privity therewith.

5. The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN WITNESS WHEREOF, the Assignor has executed this Agreement as of the date first written above.

LEW CORPORATION

By: Richard Attenko
Title: Chairman

Address: 6875 Speedway Boulevard, Unit 104
Las Vegas, Nevada

THE POLYMERIC CORPORATION

By: Richard Attenko
Title: Chairman

Address: 6875 Speedway Boulevard, Unit 104
Las Vegas, Nevada

LEW COMPOSITES, INC.

By: Richard Attenko
Title: Chairman

Address: 6875 Speedway Boulevard, Unit 106
Las Vegas, Nevada

STATE OF NEVADA)

SS.

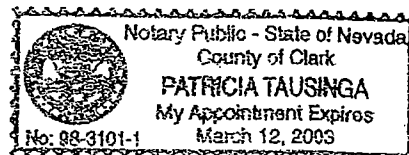
COUNTY OF Clark)

Patricia Tausinga, a Notary Public in and for the County and State aforesaid, do hereby certify that Richard Starnes, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 3rd day of July, 2002.

(SEAL)

My Commission Expires: March 12, 2003



SCHEDULE 1

1. U.S. Patent Application No. 09/642,598, entitled "Brake Track Wear Indicator"
2. U.S. Patent Application No. 09/668,867, entitled "Composite Rim"
3. U.S. Patent Application No. 09/840,778, entitled "Wheel Hub with Clutch"
4. U.S. Patent Application No. 09/836,679, entitled "Wheel Hub"
5. PCT/US00/42246, entitled "Composite Rim"
6. Design Patent 29/147,001, entitled "Racing Car Bumper with Cavities"
7. Design Patent 29/147,002, entitled "Racing Car Bumper"
8. All designs, including, but not limited to, a hub design using a Sprague clutch.
9. Two piece clincher design