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FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

03-27-2001



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly 2135423

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

03/26/2001 6TON11 00000283 2135423
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Mall documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002258 FRAME: 0203

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2135423"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes No

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. Charges to deposit account are authorized, as indicated herein.

Brian Baumert, Sec. & Treas.

Name of Person Signing of Airtite, Inc. Signature

Date Signed

ASSIGNMENT

THIS ASSIGNMENT made this 5th day of January, 2001, effective January 1, 2001, by and between AIRTITE CONTRACTORS INC., an Illinois corporation (hereinafter referred to as "Assignor") and AIRTITE INC., a Nebraska corporation (hereinafter referred to as "Assignee").

RECITALS

A. Assignor and Assignee's parent corporation, Eliason & Knuth Companies, Inc., a Nebraska corporation (hereinafter referred to as "E&K") have entered into an Asset Purchase Agreement dated December 21, 2000, effective January 1, 2001 (hereinafter referred to as the "Asset Agreement").

B. Pursuant to the Asset Agreement E&K agreed to purchase and Assignor agreed to sell and assign its entire rights, title, and interest in and to the Intellectual Property set forth on Schedule 3.21 provided for under the Asset Agreement, which is attached hereto and by this reference incorporated hereunder as Exhibit "A", and all rights associated with same to Assignee.

NOW THEREFORE, in consideration of the premises set forth above and the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. Assignment of Intellectual Property. Assignor hereby transfers and assigns to Assignee all of Assignor's present and future rights, title and interest in and to the Intellectual Property described in Exhibit A attached hereto, and all rights and claims associated with and all proceeds of the Intellectual Property.

2. Cooperation. Assignor agrees to cooperate with Assignee such that Assignee may enjoy to the fullest extent the rights conveyed under the Asset Agreement and this Assignment. Such duty includes prompt execution of all documents which are deemed reasonably necessary by Assignee for purposes of perfecting those rights conveyed in accordance with this Assignment.

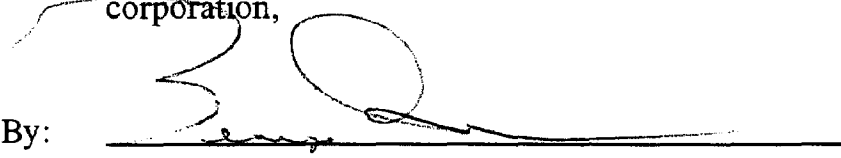
3. Successors in Interest. The terms of this Assignment shall inure to the benefit of Assignee's successors, assigns and other legal representatives and shall be binding on Assignor and its assigns and other legal representatives.

4. Applicable Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Nebraska, without giving effect to the conflict of law principles thereof.

IN WITNESS WHEREOF, Assignee and Assignor have caused this Agreement to be executed as of the date first above written.

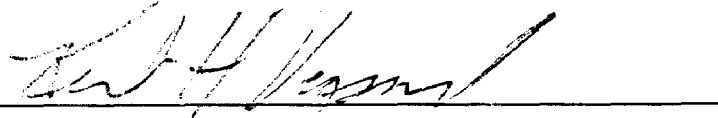
ASSIGNOR:

AIRTITE CONTRACTORS INC., an Illinois corporation,

By: 
George Irvine, President

ASSIGNEE:

AIRTITE, INC., a Nebraska corporation,

By: 
Kent Vipond, President and CEO

207468

Exhibit "A"

Trademark Registration No. 2135423 registering the trademark "ACOUSTI-CLAD".