

04-24-2002



0328.64313

COVER SHEET U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

102065847

To the Honorable Com Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Federal-Mogul Ignition Company & Federal-Mogul World Wide, Inc.

4-1-02

- ( ) Individual(s) ( ) Association
( ) General Partnership Partnership ( ) Limited Partnership
(X) Corporation-State
( ) Other

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

2. Name and address of receiving party(ies)

Name: Clean-Rite Products, L.L.C.

Street Address: 625 Barclay Boulevard

City: Lincolnshire State: IL ZIP: 60069

- ( ) Individual(s) citizenship United States of America
( ) Association
( ) General Partnership
( ) Limited Partnership
( ) Corporation-State

(X) Other: Illinois Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: ( ) Yes ( ) No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached: ( ) Yes (X) No

3. Nature of conveyance:

- (X) Assignment ( ) Merger
( ) Security Agreement ( ) Change of Name
( ) Other

Execution Date: August 31, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1488309; 1488304; 1177096; 2247911; 1488303; 2254816; 2356315

Additional numbers attached? ( ) Yes (X) No.

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

Name: Lawrence J. Crain Greer, Burns & Crain, Ltd.
Internal Address: 300 South Wacker Drive Suite 2500 Chicago, Illinois 60606

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41) ..... \$ 190.00

- (X) Enclosed
(X) Authorized to be charged to deposit account only in the event proper payment is not enclosed.

8. Deposit account number:

07-2069

(Attach duplicate copy of this page if paying by deposit account)

04/23/2002 6TON11 00000048 1488309

01 FC:481 40.00 DP
02 FC:482 150.00 DP

City: State: ZIP:

Additional name(s) & address(es) attached: ( ) Yes (X) No

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.

Lawrence J. Crain
Name of Person Signing

Signature

March 29, 2002
Date

Total number of pages including cover sheet, attachments, and document:

**INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT**

WHEREAS, Federal-Mogul Ignition Company, a Delaware Corporation, Federal-Mogul World Wide, Inc., a Michigan corporation (hereinafter collectively referred to as "Assignors") and Clean-Rite Products, L.L.C., an Illinois limited liability company (hereinafter referred to as "Assignee") have entered into an Asset Purchase Agreement dated August 31, 2001 (the "Asset Purchase Agreement") whereby Assignee has purchased certain assets from Assignor; and

WHEREAS, said assets include all of Assignors' right, title, benefit and interest in and to certain trademarks and trade names of Assignors and all goodwill associated with the foregoing;

NOW, THEREFORE, be it known by all whom it may concern, that for and in that consideration recited in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignee hereby agrees as follows:

1. Terms not otherwise defined in this Assignment shall have the meaning set forth in the Asset Purchase Agreement.

2. Assignors have assigned, sold and set over, and by these presents assigns, sells and sets over unto the Assignee, its successors, legal representatives and assigns, the entire right, title, and interest to, any and all rights and privileges associated with, the trademarks and trade names set forth on the attached Schedule A, and applications and registrations for the foregoing, provided under the laws of the United States, or the individual States thereof, and of jurisdictions foreign thereto, together with the goodwill of the business symbolized thereby and the right to bring suit and collect damages for past infringements thereof.

3. Assignors hereby covenant and agree that the Assignors will at any time upon the request and at the expense of the Assignee execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to perfect said right, title, and interest and said rights and privileges in Assignee, its successors, assigns and legal representatives.

4. Assignee acknowledges the granting of an irrevocable license by Assignee to Assignors allowing Assignors to continue using the imprint of the "Blazer" trade name under the terms and conditions set forth in Section 8.1(b) of the Asset Purchase Agreement.

IN TESTIMONY WHEREOF, the undersigned have herunto duly executed this Assignment on this 31st day of August, 2001.

FEDERAL-MOGUL IGNITION COMPANY

By: *Charles Grant*  
Name:  
Title: *Vice President*

FEDERAL-MOGUL WORLD WIDE, INC.

By: *Charles Grant*  
Name:  
Title: *Vice President*

STATE OF MICHIGAN )  
COUNTY OF ~~W~~ OAKLAND )

Before me personally appeared said Charles Grant, and acknowledged the foregoing instrument to be his own free act and deed, this 31st day of August, 2001.

*Carmen Navarrette*  
Notary Public

CARMEN NAVARRETTE  
Notary Public, Wayne County, MI  
My Commission Expires Dec. 19, 2002

ACTING IN OAKLAND COUNTY

SEAL

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FROM-RIEBANDT & DEMALD 02:37PM 08-31-2001

## SCHEDULE A

	<u>Name</u>	<u>U.S. Registration</u>	<u>Current Owner*</u>
1.	BAJA ®	1488309	1
2.	BAJA TOUGH ®	1488304	1
3.	BLAZER ®	1177096	1
4.	BLAZERTECH ® (Also used as Blazer Tech)	2247911	1
5.	DESERT FOX ®	1488303	1
6.	Diamond Blue ™	Unregistered Trademark	2
7.	FRT N CTR ™	Unregistered Trademark	2
8.	Glo-FX ™	Unregistered Trademark	2
9.	HOTT LITES ® (Also used as Hott-Lites)	2254816	1
10.	Hott Wirez ™	Unregistered Trademark	2
11.	LIGHTING TECHNOLOGIES ®	2356315	1
12.	LiteLink ™	Unregistered Trademark	2
13.	Pathfinder ™	Unregistered Trademark	2
14.	ProOptix ™	Unregistered Trademark	2
15.	Xtreme ™	Unregistered Trademark	2
16.	Blazer International ™	Unregistered Trademark	2

\* Owners are defined as follows:

- 1) Federal-Mogul World Wide, Inc., a Michigan corporation
- 2) Federal-Mogul Ignition Company, a Delaware corporation