

F 10-18-2002

COVER SHEET

U.S. DEPARTMENT OF
Patent and Trademark



ONLY

10-18-02

Tab settings

To the Honorable Commissioner 102253658

with attached original documents or copy thereof.

1. Name of conveying party(ies):
HALCORE GROUP, INC.

10-18-02

2. Name and address of receiving party(ies)

Name: ACME Leasing, LLC

Internal Address: c/o Lord Securities Corporation

Street Address: 48 Wall Street, 27th Floor

City: New York State: NY Zip: 10005

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

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

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation State

Other a Delaware limited liability company

If assignee is not domiciled in the United States, a designation is attached: Yes No
(Designations must be a separate document from assignment)

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

October 15, 2002

Execution Date:

4. Application number(s) or trademark

A. Trademark Application No.(s)
- NONE -

B. Trademark Registration
1,781,317 2,010,589

Additional numbers attached? NO

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

6. Total number of applications and registrations

2

7. Total fee (37 CFR) \$ 65.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number:

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

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 of the original document.

Rebecca L. Foley

Name of Person

Rebecca L. Foley
Signature

10/16/02

Date

5

Total number of pages including cover sheet, attachments, and

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

TRADEMARK ASSIGNMENT

WHEREAS, HALCORE GROUP, INC., an Indiana corporation (“**Seller**”), has entered into that certain Asset Purchase Agreement (as the same may hereafter from time to time be amended, restated, supplemented or otherwise modified and in effect, the “**Purchase Agreement**”), dated as of even date herewith (the “**Effective Date**”), by and between Seller and Acme Leasing, LLC, a Delaware limited liability company (“**Purchaser**”);

WHEREAS, capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement;

WHEREAS, Seller is the owner, free and clear of any Liens, of the entire right, title and interest in and to the trademark registrations described on Exhibit A hereto (the “**Specified Intellectual Property**”);

WHEREAS, Seller desires to sell, transfer, assign and deliver to Purchaser all right, title and interest in and to the Specified Intellectual Property on the terms set forth in the Purchase Agreement together with all of its business to which such Specified Intellectual Property pertains;

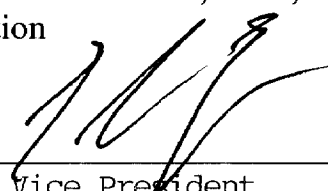
NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller sells, transfers, assigns and delivers to Purchaser (being the successor in interest to all of the business of Seller to which the Specified Intellectual Property pertains), effective as of the Effective Date, all right, title and interest in and to the Specified Intellectual Property (including any registrations, registration applications and renewals thereof), together with all goodwill of the business associated with and symbolized by the Specified Intellectual Property, including the right to seek or obtain any recovery, whether monetary, injunctive or otherwise, from any person or entity for past, present or future infringement or other violation of any of the rights under the Specified Intellectual Property.

Notwithstanding the sale and transfer by Seller to Purchaser of the Specified Intellectual Property pursuant to the terms and provision of this Agreement and the Asset Purchase Agreement, in order to further evidence such sale and transfer and to secure the performance by the Seller of its obligations hereunder, and in furtherance of the grant by Seller in favor of Purchaser of a security interest in all of its assets pursuant to a Security Agreement entered into between Seller and Purchaser on even date herewith (the “Security Agreement”), the parties hereto hereby agree that if a court of competent jurisdiction were to ever rule that the transactions contemplated hereby were a secured loan rather than a true sale of such Specified Intellectual Property, Seller shall be deemed to have granted and hereby grants to Purchaser (as a present grant on, and effective as of, the date hereof) a security interest in such Specified Intellectual Property and all proceeds thereof as collateral security for such loan and to secure the performance by Seller of its obligations hereunder and under any other agreements between Seller and Purchaser.

IN WITNESS WHEREOF, Seller has caused this Trademark Assignment to be duly executed by its duly authorized officer on this 15th day of October, 2002.

SELLER:

HALCORE GROUP, INC., an Indiana corporation

By: 
Title: Vice President
Name: Glenn M. Fortin

Acknowledged and accepted as of the day and year first written above:

PURCHASER:

ACME LEASING, LLC, a Delaware limited liability company

By: _____
Title: _____
Name: _____

IN WITNESS WHEREOF, Grantor has caused this Trademark Assignment to be duly executed by its duly authorized officer on this 15th day of October, 2002.

SELLER:

HALCORE GROUP, INC., an Indiana corporation

By: _____
Title: Vice President
Name: Glenn M. Fortin

Acknowledged and accepted as of the day and year first written above:

PURCHASER:

ACME LEASING, LLC, a Delaware limited liability company

By: _____
Title: Orlando Figueroa
Name: Vice President

SPECIFIED INTELLECTUAL PROPERTY

<u>Application or Registration No.</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration Date</u>
US Reg. No. 1,781,317	"Traumahawk"	United States	July 13, 1993
US Reg. No. 2,010,589	"Interfleet"	United States	October 22, 1996

LIBC/1588324.4