

02-26-2003

Form PTO-1594 (Rev. 10/02) **2-3-03**
OMB No. 0651-0027 (exp. 6/30/2005)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
Trend Technologies, Inc.

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

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

2. Name and address of receiving party(ies)
Name: Trend Technologies, LLC
Internal Address: _____
Street Address: 4626 Eucalyptus Avenue
City: Chino State: CA Zip: 91710

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 domestic representative 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 Merger
 Security Agreement Change of Name
 Other _____

Execution Date: January 15, 2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____
 B. Trademark Registration No.(s) 2505117

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Perry J. Viscounty, Esq.
 Internal Address: Latham & Watkins LLP

Street Address: 650 Town Center Drive
 Suite 2000

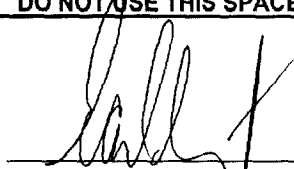
City: Costa Mesa State: CA Zip: 92626

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
 Earl E. Payton  January 15, 2003
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 6

02/25/2003 ECDUPER 00000229 2505117

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

TRADEMARK
REEL: 002677 FRAME: 0628

IP ASSIGNMENT AGREEMENT

This IP ASSIGNMENT AGREEMENT (this "**Assignment**") is made and entered into by Trend Holdings, Inc., a Delaware corporation; Trend Technologies, Inc., a California corporation; Trend Plasco, Inc., a Delaware corporation; Trend L.P. New Ventures, Inc., a California corporation; Cam Fran Tool Co., Inc., an Illinois corporation; Trend Technologies Texas, L.P., a Texas limited partnership; Cowden Metal Finishing, Inc., a California corporation, and HITEK Product Finishing, Inc., a California corporation (collectively, the "**Seller**," or "**Sellers**"), as assignors, in favor of Trend Technologies, LLC, a Delaware limited liability company (the "**Purchaser**"), as assignee, with reference to the following facts and circumstances:

WHEREAS, Sellers and Purchaser are parties to that certain Asset Purchase Agreement, dated as of December 31, 2002, by and among Sellers, Purchaser, Trend Hitek, LLC, Trend Ireland, LLC and Trend International, LLC (the "**Agreement**"), pursuant to which Sellers have agreed to sell the Acquired Assets to Purchaser; and

WHEREAS, pursuant to the terms of the Agreement, Sellers agreed to enter into this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Sellers hereby agree as follows:

1. Definitions.

A. Intellectual Property. "**Intellectual Property**" means all U.S., state and foreign intellectual property used in the conduct of the Business, owned by the Sellers, or held by the Sellers by license or other right, including without limitation (i) (a) all patents, patent disclosures, inventions, discoveries, processes, designs, techniques, developments, tools, creations, composition, formulas, algorithms, procedures, ideas, technology and related improvements and know-how, whether or not patented or patentable; (b) all trademarks, service marks, trade names, brand names, corporate names, domain names, logos and trade dress, and all other source indicators, together with the goodwill of the Business symbolized thereby, and all common-law rights relating thereto; (c) all copyrights and all works of authorship in any media, including textual and foreign intellectual property used in the conduct of the Business, owned by the Sellers, or held by the Sellers by works, computer software, data, databases and related items, graphics, photographs, drawings, artwork, advertising and promotional materials, designs, Internet site content, and all other authors' rights, including "moral rights," whether or not copyrighted or copyrightable; (d) all trade secrets and confidential information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, current and potential customer and user lists, and business and marketing plans and proposals); (ii) all applications, registrations, renewals, recordings and licenses or other agreements related thereto; (iii) all rights to obtain renewals, extensions, continuations, continuations-in-part, reissues, divisions or similar legal protections related thereto; and all rights to bring an action at law or in equity for the infringement, misappropriation,

dilution, impairment or other violation of the foregoing, including the right to receive all proceeds and damages therefrom.

B. Other Terms. Except as defined herein, all capitalized terms in this Assignment shall have the meanings assigned to them in the Agreement.

2. Assignment of Intellectual Property. Each Seller hereby sells, transfers and assigns to Purchaser all of its right, title and interest in, to and under all Intellectual Property, including without limitation the Intellectual Property listed in Schedule 1 attached hereto other than any Intellectual Property that is an Excluded Asset, subject to a royalty free non-exclusive license during the winding up of the estate of the Sellers (such assigned and assumed Intellectual Property being the “**Acquired Intellectual Property**”). Each Seller hereby waives all rights of droit moral or other moral rights with respect to such Acquired Intellectual Property, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications. Each Seller hereby authorizes Purchaser, its successors and assigns to the fullest extent permitted by applicable law, to file in Purchaser’s name, but at Purchaser’s own cost and expense, applications for patents and for trademark, service mark and copyright registration in the United States and in foreign countries for such Acquired Intellectual Property, and to secure in Purchaser’s name the patents and registrations granted thereon.


3. Further Acts. Each Seller agrees to execute any additional documents, and take any further actions, in each case to the extent necessary or reasonable, requested by Purchaser to effect, perfect or evidence the assignment set forth in Section 2 above, provided, however, that the Purchaser shall be liable for any expenses incurred by the Sellers in connection with such purpose.

4. Sole Purpose. The only purpose of this Assignment is to effectuate the Agreement. No provision herein shall be deemed to modify or amend any provision in the Agreement. To the extent provisions of the Agreement are inconsistent with the provisions contained herewith, the Agreement shall supersede this Assignment and be the controlling document.


(Signature Page Follows)

IN WITNESS WHEREOF, Sellers have executed and entered into this Assignment as of this 15th day of January, 2003.

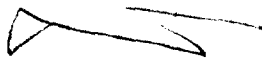
TREND HOLDINGS, INC.,
a Delaware corporation

By: 
Name: Thomas S. Paccioretti
Title: Chief Restructuring Officer


TREND TECHNOLOGIES, INC.,
a California corporation

By: 
Name: Thomas S. Paccioretti
Title: Chief Restructuring Officer


TREND PLASCO, INC.,
a Delaware corporation

By: 
Name: Thomas S. Paccioretti
Title: Chief Restructuring Officer

TREND L.P. NEW VENTURES, INC.,
a California corporation

By: 
Name: Thomas S. Paccioretti
Title: Chief Restructuring Officer

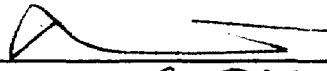
CAM FRAN TOOL CO., INC.,
an Illinois corporation

By: 
Name: Thomas S. Paccioretti
Title: Chief Restructuring Officer

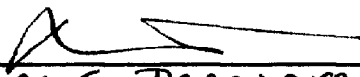
SIGNATURE PAGE TO IP ASSIGNMENT AGREEMENT

**TREND TECHNOLOGIES TEXAS, L.P.,
a Texas limited partnership**


**By: Trend Technologies, Inc.,
a California corporation,
Is General Partner**

By: 
Name: Thomas S. Pacciorethi
Title: Chief Restructuring Officer

**COWDEN METAL FINISHING, INC.,
a California corporation**

By: 
Name: Thomas S. Pacciorethi
Title: Chief Restructuring Officer

**HITEK PRODUCT FINISHING, INC.,
a California corporation**

By: 
Name: Thomas S. Pacciorethi
Title: Chief Restructuring Officer

SIGNATURE PAGE TO IP ASSIGNMENT AGREEMENT

Schedule 1

Acquired Intellectual Property

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF REGISTRATION</u>
PROMAT — Program Management, Administration & Tracking (Words and Design)	2505117	November 6, 2001
Evergreen (Words only)	Serial number 76-139808	Notice of allowance issued on June 4, 2002

DOMAIN NAMES

trendtechnologies.com