

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Premier Farnell, LLC

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

Citizenship (see guidelines) U.S.A.

Execution Date(s) July 31, 2003

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: MINC Systems, LLC

Internal Address: _____

Street Address: P.O. Box 408

City: Wooster

State: OHIO

Country: U.S.A. Zip: 44691

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship U.S.A.

Corporation Citizenship _____

Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 904,113; 561,374;

1,314,157; 538,944; 704,819; 1,436,435; 680,267; 801,679

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Julie L. Finch

Internal Address: Suite 2000

Street Address: 333 South Seventh Street

City: Minneapolis

State: Minnesota Zip: 55402

Phone Number: (612) 340-7994

Fax Number: (612) 340-7900

Email Address: jlfinch@riderlaw.com

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ previously paid

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number previously paid

Authorized User Name _____

9. Signature:



Signature

12-3-03
Date

Julie L. Finch

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (703) 305-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT OF MARK, REGISTRATION AND APPLICATION

THIS ASSIGNMENT is made effective the 31st day of July, 2003, from Maintenance, Inc. Division of Premier Farnell, LLC, a Delaware limited liability company ("Assignor") in favor of Minc Systems, LLC, a Delaware limited liability company, (formerly known as Minc Corp.) ("Assignee").

WHEREAS, Assignor has adopted, used and is using certain marks, and has received various trademark registrations from the United States Patent and Trademark Office and the Canadian Trademark Office, which the marks are described on the attached Schedule A (the "Marks"); and

WHEREAS, Assignor has agreed, pursuant to that certain Asset Purchase Agreement dated July 31, 2003 by and between Assignor and Assignee (the "Asset Purchase Agreement") to assign all of its right, title and interest in and to the Marks to Assignee.


NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, its successors and assigns, the entire right, title and interest in and to the Marks, together with the goodwill of the business symbolized thereby and also including all common law trademark, service mark and trade name rights in the Marks, as well as the right to recover and have damages and profits for past infringement, if any.

The terms of the Asset Purchase Agreement, including but not limited to Assignor's representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets, are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

This assignment shall be binding upon the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Assignee.

Premier Farnell, LLC

Minc Systems, LLC

By: 

By: _____

Name: Peter D. Costello

Name: _____

Title: President

Title: _____

ASSIGNMENT OF MARK, REGISTRATION AND APPLICATION

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WHEREAS, Assignor has adopted, used and is using certain marks, and has received various trademark registrations from the United States Patent and Trademark Office and the Canadian Trademark Office, which the marks are described on the attached Schedule A (the "Marks"); and

WHEREAS, Assignor has agreed, pursuant to that certain Asset Purchase Agreement dated July 31, 2003 by and between Assignor and Assignee (the "Asset Purchase Agreement") to assign all of its right, title and interest in and to the Marks to Assignee.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, its successors and assigns, the entire right, title and interest in and to the Marks, together with the goodwill of the business symbolized thereby and also including all common law trademark, service mark and trade name rights in the Marks, as well as the right to recover and have damages and profits for past infringement, if any.

The terms of the Asset Purchase Agreement, including but not limited to Assignor's representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets, are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

This assignment shall be binding upon the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Assignee.

Premier Farnell, LLC

Minc Systems, LLC

By: _____

By: William H. Neckenmann

Name: _____

Name: William H. Neckenmann

Title: _____

Title: MANAGER

SCHEDULE A

U.S. Registered Marks

<u>Mark</u>	<u>Registration Number</u>
FSA	1,314,157
J-16	538,944
JET-ROC	561,374
LASTEK 33	704,819
MINCO	1,436,435
PLASTICON	680,267
VYNA-STRIPE	801,679
CURON	904,113

Canadian Registered Marks

<u>Mark</u>	<u>Registration Number</u>
J-16	127,820

Unregistered Marks

<u>Mark</u>	
POWER-PLUS 88	
FASS-DRI	
EVERWEAR	
EZ SPRAY	
LASTEK	
OXI-BOND	
GATOR PATCH	
REC-TECH	
VYNATEX	
MAINTENANCE, INC.	