

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):
Key Corporate Capital, Inc.

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

- Association
- Limited Partnership

Citizenship (see guidelines) Michigan

Execution Date(s) 12/03/04

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: Mr. David R. Coleman

Internal

Address: Excello Engineered Systems LLC

Street Address: 4495 Cranwood Parkway

City: Cleveland

State: Ohio

Country: USA Zip: 44028

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

SEE ATTACHED LIST

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: Walter S. Holzer

Internal Address: Jones Day

Street Address: 901 Lakeside Avenue

City: Cleveland

State: Ohio Zip: 44114-1190

Phone Number: 216-586-3939

Fax Number: 216-579-0212

Email Address: wsholzer@jonesday.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 240.00

- 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 501432
Authorized User Name James R. Mix

9. Signature:



Signature

01/05/05
Date

James R. Mix (int. ref. 447363-600-002)

Name of Person Signing

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

9

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$240.00 501432 2871891

TRADEMARKS

	Trademark Registration No.	Date	Mark
1.	2,871,891	08/10/04	XLO
2.	2,480,398	08/21/01	SRB
3.	2,032,905	01/21/97	EXPANDO
4.	1,582,537	02/13/90	KONTOUR
5.	1,365,585	10/15/85	FOIL-KOTE
6.	1,342,056	06/18/85	XLO
7.	1,319,371	02/12/85	SLIP 'N PLACE
8.	1,240,342	05/31/83	ZONE-KOTE
9.	0,773,212	07/14/64	XLO

Execution CopyTRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") dated as of December 3, 2004 (the "*Effective Date*"), is made by and between Key Corporate Capital, Inc., a Michigan corporation ("*Assignor*"), and Excello Engineered Systems LLC, a Delaware limited liability company ("*Assignee*").

WHEREAS, Assignor and Assignee are parties to that certain Secured Party Asset Sale Agreement, of even date herewith (the "*Agreement*"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the "Purchased Assets" as defined in the Agreement;

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the United States and foreign trademark registrations and applications for registration of trademarks identified and set forth on Schedule A or that otherwise constitute "Purchased Assets" under the Agreement (all of the foregoing collectively, the "*Trademarks*," but only to the extent that Assignor acquired such rights, title and interest from The Excello Specialty Company pursuant to a Trademark Assignment, of even date herewith, executed in connection with the surrender of The Excello Specialty Company's assets to Assignor as a secured party) and the goodwill associated with all of the foregoing;

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the State of Ohio trade name registrations and applications for registration of trade names identified and set forth on Schedule B or that otherwise constitute "Purchased Assets" under the Agreement (all of the foregoing collectively, the "*Trade Names*") and the goodwill associated with all of the foregoing; and

WHEREAS, pursuant to the Agreement, the Trademarks, the Trade Names and each of their associated goodwill are to be assigned to Assignee.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Trademarks and the Trade Names, together with the goodwill of the business in connection with which the Trademarks and the Trade Names are used, all trademark registrations and applications therefor in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, and all trade name registrations and applications therefor in the State of Ohio, including any renewals and extensions of the registrations that are or may be secured under the laws of the State of Ohio, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks or the Trade Names, with the

right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby irrevocably appoints Assignee as its true and lawful attorney-in-fact on Assignor's and Assignee's behalf and in Assignor's and/or Assignee's name, place and stead, to execute any further documents or instruments and do any and all further acts that may be deemed necessary or desirable by Assignee, its successors and assigns, to effect the conveyance to the Assignee, its successors and assigns, of the title and rights whose conveyance is made hereby, and to enable such title and rights to be recorded in the United States, all foreign countries and the State of Ohio, and to enable Assignee to sustain or renew said Trademarks and Trade Names transferred, and to maintain, perfect, support and protect the right, title and interest of Assignee, its successors and assigns, in and to said Trademarks and Trade Names and any trademark or trade name registration granted in connection therewith.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor authorizes and requests the Ohio Secretary of State to record Assignee as the assignee and owner of the Trade Names, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with: (1) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks or Trade Names; (2) prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks or Trade Names, including, without limitation, testifying as to any facts relating to the Trademarks or Trade Names assigned herein and this Assignment; (3) obtaining any additional trademark or trade name protection for the Trademarks and Trade Names that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States, all foreign countries or the State of Ohio; and (4) implementation or perfection of this Assignment.

This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[remainder of page intentionally left blank]

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

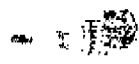
KEY CORPORATE CAPITAL, INC.

By: [Signature]
Name: Michael V. Lugi
Title: Authorized Signer

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

On this 3rd day of December, 2004 before me Michael Lugi, known to me to be noted signer of Key Corporate Capital, Inc., who acknowledged that he/she signed this instrument as a free act on behalf of Key Corporate Capital, Inc.

[Signature]
Notary Public:
My commission expires:



ROBERT J. BURNS Attorney-At-Law
Notary Public State of Ohio
My commission has no expiration date
11/13/04

EXCELLO ENGINEERED SYSTEMS LLC

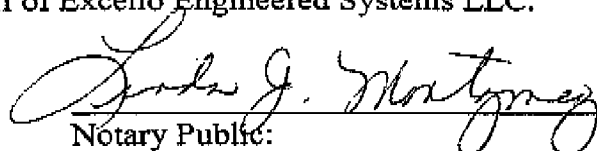
By: 

Name: Bassem A. Mansour

Title: President

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

On this 2nd day of December 2004 personally appeared before me Bassem A. Mansour, known to me to be President of Excello Engineered Systems LLC, who acknowledged that he signed this instrument as a free act on behalf of Excello Engineered Systems LLC.



Notary Public:

~~My commission expires~~
LINDA J. MONTY
NOTARY PUBLIC • STATE OF OHIO
My commission expires Sept. 30, 2005

SCHEDULE A
TRADEMARKS

Country	Trademark/ Serial #	Date	Mark	Status
US	0773212	07/14/64	XLO	Registered
US	1240342	05/31/83	ZONE-KOTE	Registered
US	1319371	02/12/85	SLIP 'N PLACE	Registered
US	1342056	06/18/85	XLO	Registered
US	1365585	10/15/85	FOIL-KOTE	Registered
US	1582537	02/13/90	KONTOUR	Registered
US	2032905	01/21/97	EXPANDO	Registered
US	2480398	08/21/01	SRB	Registered
US	2871891	08/10/04	XLO	Registered
Brazil	820540862	11/16/99	KONTOUR	
Brazil	822288168	12/15/99	SRB	
Brazil	820588008	05/02/02	XLO	
Brazil	820540854	11/16/99	ZONE-KOTE	
EU	00990135	01/14/00	KONTOUR	Registered
EU	001403153	11/27/00	SRB	Registered
EU	001403153	11/27/00	XLO	Registered
EU	000990556	01/13/00	ZONE-KOTE	Registered
Great Britain	2145384	07/20/01	KONTOUR	Registered
Great Britain	2145387	03/06/98	XLO	Registered
Great Britain	2145387	03/13/98	ZONE-KOTE	Registered
Japan	4432561	11/07/00	KONTOUR	Registered
Japan	4671680	05/16/03	SRB	Registered
Japan	4432562	11/17/00	XLO	Registered
Japan	4432560	11/17/00	ZONE-KOTE	Registered

SCHEDULE B
TRADE NAMES

State	Registration #	Date	Business Name	Status
Ohio	RN247136	04/01/98	THE EXCELLO GROUP OF COMPANIES	Active
Ohio	RN242265	12/19/97	THE EXCELLO GROUP	Active
Ohio	RN242151	12/19/97	THE XLO GROUP	Active
Ohio	RN247135	04/01/98	THE XLO GROUP OF COMPANIES	Active
Ohio	RN242266	12/19/97	XLO	Active
Ohio	1400496	07/18/03	XLO CLEVELAND	Active
Ohio	1132860	01/08/00	XLO GROUP	Active