

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rex Roto Corporation		10/02/2006	CORPORATION: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rex Materials, Inc.		
<b>Street Address:</b>	5600 East Grand River Avenue		
<b>City:</b>	Fowlerville		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48836		
<b>Entity Type:</b>	CORPORATION: MICHIGAN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3134279	WHERE THERE'S HEAT, THERE'S RMG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(248)647-5210		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	248-647-6000		
<b>Email:</b>	docket@patlaw.com		
<b>Correspondent Name:</b>	Douglas W. Sprinkle		
<b>Address Line 1:</b>	PO Box 7021		
<b>Address Line 4:</b>	Troy, MICHIGAN 48007-7021		
<b>ATTORNEY DOCKET NUMBER:</b>	RRC-10419/04		
<b>NAME OF SUBMITTER:</b>	Douglas W. Sprinkle		
<b>Signature:</b>	/dws/		
<b>Date:</b>	10/23/2006		

OP \$40.00 3134279

Total Attachments: 4

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**ASSIGNMENT  
(U.S. and Foreign Trademarks)**

**WHEREAS**, Rex Roto Corporation, a corporation organized under and pursuant to the laws of Michigan having its principal place of business at 5600 East Grand River Avenue; Fowlerville, Michigan 48836 (hereinafter referred to as Assignor), has adopted and is using the Marks set forth in SCHEDULE A hereof which they have used in various countries throughout the world including the United States; and

**WHEREAS**, Rex Materials, Inc., a corporation organized under and pursuant to the laws of Michigan having its principal place of business at 5600 East Grand River Avenue; Fowlerville, MI 48836 (hereinafter referred to as Assignee), desires to acquire the Marks and the goodwill of the business associated with the Marks.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign and transfer to the Assignee the entire right, title, and interest in and to the registrations for said Marks and all of its right, title, and interest to said Marks not presently registered set forth in *SCHEDULE A* hereof, together with the goodwill of the business symbolized by the Marks and the registrations thereof, and all other rights which Assignor has enjoyed thereunder both in the United States and throughout all countries of the world, including any and all rights of recovery based on past infringement of said Marks and/or registrations, the same to be held and enjoyed by the Assignee, its successors, and assigns forever and to the full end of the terms for which any of the aforesaid Marks are registered and any renewals of the terms thereof;

**AND FOR THE SAME CONSIDERATION**, the Assignor also hereby covenants and agrees that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the said registrations and applications and believes it is the sole and lawful owner of the entire right, title, and interest to said Marks and said goodwill associated therewith and that the same are unencumbered and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

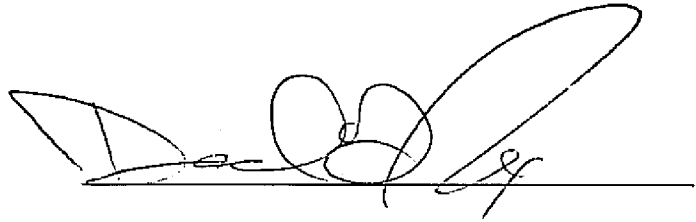
**AND FOR THE SAME CONSIDERATION**, the Assignor hereby covenants and agrees that the Assignor will, whenever counsel of the Assignee or the counsel of its successors, legal representatives, and assigns shall advise that it is lawful and desirable, sign all papers and documents, deliver necessary documents including original registration certificates, if available, take all lawful oaths, execute separate confirmatory assignments, and do all acts reasonably necessary or desirable to be done for the procurement, maintenance, enforcement, and defense of said Marks and registrations thereof without charge to the Assignee, its successors, legal representatives, and assigns, other than reasonable costs and expenses incurred by the Assignor or any of its employees, agents, and representatives in connection with the foregoing actions.

**SCHEDULE A**

**REGISTRATIONS, APPLICATIONS, AND COMMON LAW MARKS**

MARK:

<b>Registration Number</b>	<b>Date Registered</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Ctry</b>
3,134,279	Aug 22, 2006	78/567,515	Feb 15, 2005	US

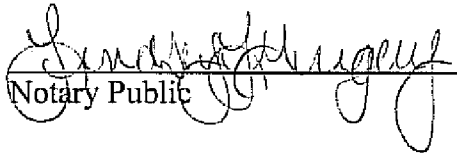


Date: 10/2/06

United States of America  
State of \_\_\_\_\_  
County of \_\_\_\_\_

LINDSEY L. GREGORY  
Notary Public, State of Michigan  
County of Livingston  
My Commission Expires 07-31-2012  
Acting in the county of Livingston

On this 2<sup>nd</sup> day of October, 2006, before me personally came David Rev. President, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

  
\_\_\_\_\_  
Notary Public