

EXECUTION COPY

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of November 8, 2006, is made and entered into between TAUT INC., a Delaware corporation (the "Assignor"), and PILLING WECK INCORPORATED, a Delaware corporation (the "Assignee") (each a "Party", and collectively, the "Parties"). Capitalized terms used herein without definitions shall have the respective meanings set forth in the Asset Purchase Agreement (defined below).

RECITALS

WHEREAS, the Assignor and the Assignee have entered into an Asset Purchase Agreement, dated as of November 8, 2006 (the "Asset Purchase Agreement"); and

WHEREAS, as a condition to Closing, the Parties agreed to enter into this Assignment pursuant to which the Assignor will assign to the Assignee all of its right, title and interest in, to and under the Trademarks listed on Schedule A attached hereto (collectively, the "Assigned Trademarks").

NOW THEREFORE, in consideration of the premises and mutual agreements set forth in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment and Transfer. The Assignor hereby assigns, conveys and transfers to the Assignee, its successors and assigns, all of the Assignor's right, title and interest, throughout the world, in, to and under the Assigned Trademarks, together with all rights to sue for and collect damages for, and to obtain injunctive or equitable relief for, any past, present or future infringement, misappropriation, dilution, violation or unlawful imitation, whether currently known or unknown, of the foregoing.
2. Due Authorization. As applicable, the Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, Register of Copyrights of the United States and any official of any state or foreign country whose duty it is to issue intellectual property registrations, to issue all registrations from any applications for registration of the Assigned Trademarks to the Assignee.
3. Further Assurances. The Assignor covenants and agrees that it will, upon the reasonable request and at the reasonable expense of the Assignee, execute and deliver, or cause to be executed or delivered, any and all documents and take any and all actions that may be necessary or desirable to perfect the assignment, conveyance and transfer of the Assigned Trademarks hereunder.
4. Governing Law. This Assignment shall be governed by, enforced under and construed in accordance with the laws of the Commonwealth of Pennsylvania, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws of such Commonwealth.

5. Amendment; Waiver. None of the provisions of this Assignment may be waived, changed or altered except in a signed writing by the party against whom enforcement of the same is sought.

6. Conflict with Asset Purchase Agreement. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Asset Purchase Agreement or the survival thereof.

7. Counterparts. This Assignment may be executed in any number of counterparts with the same effect as if the signatures thereto were upon one instrument.

[Signatures on the Following Page]

11/08/08 11:41 FAX 7029674408

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IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

TAUT INC.

By: *Paul B. ...*
Name: *Paul B. ...*
Title: *Vice President of Sales*

PILLING WECK INCORPORATED

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

TAUT INC.

By: _____
Name:
Title:

PILLING WECK INCORPORATED

By: *Kerik Gaudin*
Name:
Title:

Schedule A

Assigned Trademarks

Trademark	Application/Registration No.	Application/ Registration Date
INTRADUCER	U.S. Trademark Registration No. 1,028,559	December 30, 1975
INTRADUCER	Florida Registration No. 915,376	May 5, 1975
SECURETT	U.S. Trademark Registration No. 1,107,131	November 28, 1978
ADAPT With logo	U.S. Trademark Registration No. 2,671,575	January 7, 2003
TAUT INC. (Stylized)	U.S. Trademark Registration No. 1,215,656	November 9, 1982
INVISION	U.S. Trademark Registration No. 1,500,412	August 16, 1988
TAUT	Serial No. 78/962,898	