

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Curtis Tractor Cab, Inc.		03/17/2006	CORPORATION: DELAWARE
Curtis International, Inc.		03/17/2006	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Curtis Industries Holdings, LLC
Street Address:	111 Higgins Street
City:	Worcester
State/Country:	MASSACHUSETTS
Postal Code:	01606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	78560491	CURTIS CLIMATE CONTROL
Serial Number:	78559630	POD SYSTEM
Registration Number:	2113006	SNO-PRO
Registration Number:	2601853	TAKING AMERICA BY STORM!
Registration Number:	2319370	HITCH-N-RUN
Registration Number:	2109936	VERSA-MOUNT
Serial Number:	75108761	SPEEDSTER
Registration Number:	2114782	HIDE-AWAY

CORRESPONDENCE DATA

Fax Number: (312)577-4565
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3125778265
 Email: kristin.brozovic@kattenlaw.com

CH \$215.00 78560491

Correspondent Name: Kristin Brozovic c/o Katten Muchen
Address Line 1: 525 W. Monroe Street, 17th floor
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	332659-00026 CURTIS
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	03/23/2006

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Assignment is made on this 17th day of March, 2006 (the "Trademark Assignment") among Curtis Tractor Cab, Inc., a Delaware corporation ("Curtis"), Curtis International, Inc., a Massachusetts corporation ("Curtis Intl."), and together with Curtis, the "Assignors"), and Curtis Industries Holdings, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used and not otherwise defined shall have the meanings ascribed to them in the Contribution Agreement (as defined below).

WHEREAS, by a Contribution Agreement, dated as of March 17, 2006 by and among Assignors, Assignee, Curtis Tractor Cab Business Trust, Fred Curtis, Jr., and Marc Curtis (the "Contribution Agreement"), Assignors have sold the Contributed Assets to Assignee, and in connection therewith, Assignors have sold all of their right, title, and interest in and to the Contributed Assets to Assignee, and in connection therewith, Assignors have agreed to assign and Assignee has agreed to acquire, all Assignors' right, title and interest in and to all of the trademarks, trade names, service marks, trade dress, logos, trade names and corporate names, along with the goodwill associated therewith, including but not limited to the trademarks listed on Exhibit A hereto, and all registrations, renewals and applications therefor, owned and used by Assignors in connection with their operation of their business (the "Trademarks"); and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors do hereby assign, sell, transfer and convey to Assignee, its successors and assigns, all of Assignors' right, title, and interest in and to the Trademarks throughout the world, including all applications thereof and all goodwill pertaining thereto, the portion of the business of Assignors to which any intent-to-use application pertains to, and all rights to sue and to collect all damages and payments for claims of past or future infringements or misappropriations thereof.

This Trademark Assignment does not extend upon or limit the rights, obligations, representations, warranties and indemnifications provided in the Contribution Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Contribution Agreement, the terms and conditions of the Contribution Agreement shall control.

Assignors hereby agree to execute upon the request of Assignee, at Assignee's expense, such additional documents as are necessary to register and otherwise give full effect to and to perfect the rights of Assignee under this Trademark Assignment in and to the Trademarks, including, without limitation, all documents necessary to register in the name of Assignee the assignment of the Trademarks with the United States Patent & Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar, and reasonably assist, at Assignee's expense, in any proceedings relating to Assignee's right, title, interest and benefit in and to the Trademarks.

This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This Trademark Assignment shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts (without application of principles of conflicts of law).

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

[Execution Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first written above.

CURTIS INDUSTRIES HOLDINGS, LLC

By: 

Frederick J. Curtis, Jr.,
Chief Executive Officer

CURTIS TRACTOR CAB, INC.

By: 

Frederick J. Curtis, Jr., President

CURTIS INTERNATIONAL, INC.

By: 

Frederick J. Curtis, Jr., President

EXHIBIT A
TRADEMARKS

U.S. Trademarks:

Application Serial No.	Filed	Mark	Reg. No.	Issued	Owner
78560491	February 4, 2005	CURTIS CLIMATE CONTROL	N/A - pending	N/A - pending	Curtis Tractor Cab, Inc. CORPORATION MASSACHUSETTS 111 Higgins Street Worcester MASSACHUSETTS 01606
78559630	February 3, 2005	POD SYSTEM	N/A - pending	N/A - pending	Curtis Tractor Cab, Inc. CORPORATION MASSACHUSETTS 111 Higgins Street Worcester MASSACHUSETTS 01606
75108762	May 23, 1996	SNO-PRO	2113006	November 11, 1997	Assignee: Curtis International, Inc. CORPORATION MASSACHUSETTS 111 Higgins Street Worcester MASSACHUSETTS 01606
75863009	December 2, 1999	TAKING AMERICA BY STORM!	2601853	July 30, 2002	Curtis International, Inc. CORPORATION MASSACHUSETTS 111 Higgins Street Worcester MASSACHUSETTS 01606
75650154	March 1, 1999	HITCH-N-RUN	2319370	February 15, 2000	Curtis International, Inc. CORPORATION MASSACHUSETTS 111 Higgins Street Worcester MASSACHUSETTS 01606

Abandoned or Canceled U.S. Trademarks:

Application Serial No.	Filed	Mark	Reg. No.	Issued	Owner
75108760	May 23, 1996	VERSA-MOUNT	2109936	October 28, 1997	Curtis Tractor Cab, Inc. CORPORATION MASSACHUSETTS 111 Higgins Street Worcester MASSACHUSETTS 01606
75108761	May 23, 1996	SPEEDSTER	N/A	N/A	Curtis Tractor Cab, Inc. CORPORATION MASSACHUSETTS 111 Higgins Street Worcester MASSACHUSETTS 01606
75108759	May 23, 1996	HIDE-AWAY	2114782	November 18, 1997	Curtis Tractor Cab, Inc. CORPORATION MASSACHUSETTS 111 Higgins Street Worcester MASSACHUSETTS 01606

Foreign Trademarks:

Country	Serial No.	Filed	Mark	Reg. No.	Issued	Owner
CA	102093500	July 2, 1999	HITCH-N-RUN	TMA548594	July 24, 2001	Curtis International, Inc CORPORATION MASSACHUSETTS 111 Higgins Street Worcester MASSACHUSETTS 01606