

07-08-1998



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To the Honorable Commissioner

100756666

VERIFIED RECEIVED U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

JUN 29

d the attached original documents or copy thereof.

1. Name of conveying party(ies):

Cincinnati Microwave, Inc.

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

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: March 11, 1998

2. Name and address of receiving party(ies)

Name: Escort Acquisition Corporation

Internal Address: _____

Street Address: 5440 West Chester Rd.

City: West Chester State: OH ZIP: 45069

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Illinois
☐ Other _____

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)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,351,455

Additional numbers attached? ☐ Yes ☒ No

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

Name: Donald F. Frei

Internal Address: Wood, Herron & Evans, L.L.P.

07/02/1998 JSHW027 0000056 1351455

01 FC:401

40.00 OP

Street Address: 2700 Carew Tower

441 Vine Street

City: Cincinnati State: OH ZIP: 45202

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

☒ Enclosed

Deficiencies only

☒ Authorized to be charged to deposit account

8. Deposit account number:

23-3000

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Donald F. Frei

Name of Person Signing

Signature

June 26, 1998

Date

Total number of pages including cover sheet, attachments, and document: 2

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK

FEE: 1748 FRAME: 0674

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS THAT:

CINCINNATI MICROWAVE, INC., an Ohio corporation, individually and as Reorganized Debtor ("Seller"), by and through George W. Fels, duly-appointed Liquidating Trustee, in for valuable consideration paid to it by Escort Acquisition Corporation, ("Purchaser"), the receipt of which is hereby acknowledged, hereby grants, bargains, sells, assigns, and conveys to Purchaser all of Seller's right, title and interest in and to the following described asset (the "Asset"), to have and to hold the same unto Purchaser, its successors and assigns forever:

The corporate/trade name and trademark "Cincinnati Microwave, Inc." and the trademark/service mark "Cincinnati Microwave," including U.S. Registration No 1,351,455, and all the goodwill associated with the foregoing.

Seller hereby reserves the right to utilize the name "Cincinnati Microwave, Inc." solely in connection with Seller's chapter 11 bankruptcy proceeding, styled *In re Cincinnati Microwave, Inc.*, Case No. 97-10882, United States Bankruptcy Court for the Southern District of Ohio, Western Division.

Seller hereby covenants to and with Purchaser, its successors and assigns that Seller is the lawful owner of the Asset; that it has a good right to sell the same; that the Asset is free and clear of any security interests, liens, claims, charges or encumbrances; and that it will warrant and defend the same against all lawful claims and demands. **EXCEPT AS SET FORTH HEREIN, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE ASSET, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE INTENDED PURPOSE, AND PURCHASER TAKES SUCH ASSETS "AS IS, WHERE IS."**

Signed at Cincinnati, Ohio on March 11, 1998.

CINCINNATI MICROWAVE, INC.,
Individually and as Reorganized Debtor

By: 

George W. Fels, Liquidating Trustee

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