

07-22-1998



SHEET

Commissioner of Patents and Trade

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nal document.

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1. Name of conveying party(ies):
Master Builders, Inc.

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

2. Name and address of receiving party(ies):
MBT Holding AG
Vulkanstrasse 110
CH-8048 Zurich, Switzerland

- Individual(s) Citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-Country Switzerland
- Other _____

Additional name(s) attached? Yes No

3. Nature of conveyance:
 Assignment
 Merger
 Security Agreement
 Change of Name
 Other:

If the assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No

Additional names/addresses attached? Yes No

Execution Date: **13 July 1998**

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

A. Trademark Application No.(s):

B. Trademark No.(s): **1,096,778**

Additional numbers attached? Yes No

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

Frederick H. Rabin
Fish & Richardson P.C.
45 Rockefeller Plaza
New York, NY 10111

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 3.41): **\$40**

- Enclosed
- Authorized to charge deposit account

8. Deposit account number: **06-1050**
If the fee above is being charged to deposit account, a duplicate copy of this cover sheet is attached. Please apply any additional charges, or any credits, to our Deposit Account No. 06-1050.

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 the attached is the original document.*

Frederick H. Rabin
Name of Person Signing

Frederick H. Rabin
Signature

13 July 1998
Date

Total number of pages including cover sheet, attachments, and document: **3**

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Date of Deposit 13 July 1998
I hereby certify under 37 CFR 1.8(a) that this correspondence is being deposited with the United States Postal Service as **first class mail** with sufficient postage on the date indicated above and is addressed to the Assistant Commissioner for Patents, Washington, D.C. 20231.

Frederick H. Rabin

TRADEMARK

REEL: 1756 FRAME: 0362

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : MBT Holding AG
Registration No. : 1,096,778
Registration Date : 18 July 1978
Mark : SET-45

Box: Assignments
Commissioner of Patents and Trademarks
Washington, D.C.

DESIGNATION OF DOMESTIC REPRESENTATIVE

Applicant, MBT Holding AG, a corporation organized and existing under the laws of the Swiss Confederation, hereby designates the firm of:

FISH & RICHARDSON P.C.
225 Franklin Street
Boston, Massachusetts 02110-2804

as its domestic representative on whom may be served notices or process in proceedings effecting the above-indicated trademark.

Signed at ZÜRICH, SWITZERLAND, this 25 day of June, 1998.

MBT HOLDING AG

Date: 25 June 1998

Name: J.A. McStea
Title:

Date: 25 June 1998

Name: S. Valenti
Title:

ASSIGNMENT

WHEREAS, **MASTER BUILDERS, INC.** a corporation organized and existing under the laws of the State of Delaware (hereinafter referred to as "Assignor"), and having a principal place of business at 23700 Chagrin Boulevard, Cleveland, Ohio 44122 is the owner of the United States trademark SET-45 registered in the United States Patent and Trademark Office on 18 July 1978 under No. 1,096,778 ("Mark");

WHEREAS, **MBT HOLDING AG**, a corporation organized and existing under the laws of Switzerland (hereinafter called "Assignee"), having a principal place of business at Vulkanstrasse 110, CH-8048, Zürich, Switzerland, is desirous of acquiring all rights Assignor has or may have in said Mark.

NOW, THEREFORE, in consideration of and in exchange for the sum of one dollar (\$1.00), and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee all rights, titles and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States now or hereafter in effect together with all income, royalties, damages or payments due or payable as of this date or thereafter, including, without limitation, all claims for damages by reasons of past, present or future infringement or other unauthorized use of the Mark, 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.

IN TESTIMONY WHEREOF, the Assignor has caused this Assignment to be signed and executed by the undersigned officer thereunto duly authorized this 13 day of July, 1998.

MASTER BUILDERS, INC.

By: Peter A. Vinocur
 Peter A. Vinocur
 Secretary

STATE OF OHIO)
) ss:
 COUNTY OF CUYAHOGA)

Before me this 13 day of July, 1998, personally appeared Peter A. Vinocur known to me to be the person whose name is subscribed to the foregoing Assignment, and acknowledged that he/she executed the same as his/her free act and deed for the purposes therein contained.



Gail L. Nelson
 Notary Public GAIL L. NELSON
 My Commission Expires: Sept. 15, 1998