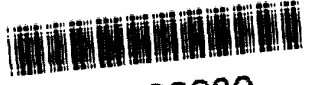


09-04-1998



100822280

To the Commissioner of Patents and Trademarks

ments or copy thereof.

1. Name of conveying party(ies):

Racal Health & Safety, Inc.

- Individuals
- General Partnership
- Corporation-State of Delaware
- Other: _____
- Association
- Limited Partnership

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

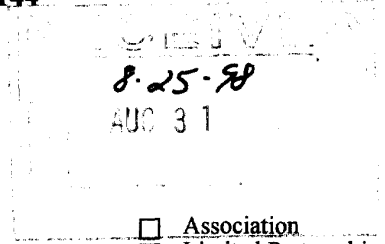
3. Nature of conveyance:

- Assignment
- Security Agreement
- Other: _____
- Merger
- Change of Name

Execution Date: **January 30, 1998**

and address of receiving party(ies):

**Minnesota Mining and Manufacturing Company
2501 Hudson Road
St. Paul, Minnesota 55144**



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

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
(Designations must be separate document from Assignment)

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

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

A. Trademark Application No.(s)

B. Trademark Reg. No.(s)

1,345,903

Additional numbers attached? Yes No

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

Name: **Michelle M. Michel, Esq. and
James F. Voegeli**
Address: **Office of Intellectual Property
3M Center
P.O. Box 33427
St. Paul, MN 55133-3427**

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

7. Total fee (37 CFR 3.41): **\$40.00**
 Enclosed
 Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: **13-2725**

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.

James F. Voegeli
Name of Person Signing

Signature

August 25, 1998
Date

09/03/1998 INGVEN 00000310 1345903

Total number of pages including cover sheet, attachments, and document: **4**

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Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK ASSIGNMENT

WHEREAS, Racal Health & Safety Inc., a Delaware corporation having a mailing address of 7305 Executive Way, Frederick, Maryland 21704, is the owner of the trademarks AIRLITE, AIR-MATE, AIRSTREAM, ALLY, BREATHE EASY, DELTA, DUAL-AIR, ESCORT, POWER VISOR, RES-Q-FLO, SCBAG, SELECT-AIR, and THE AIR YOU WEAR ("the Marks"), and owns the following registrations of the Marks on the Principal Register of the United States Patent and Trademark Office and applications of the Marks pending before the United States Patent and Trademark Office:

<u>Mark</u>	<u>Reg. No. or Serial No.</u>
AIRLITE	1,830,215
AIR-MATE	1,593,967
AIRSTREAM	1,246,881
ALLY	1,584,473
BREATHE EASY	1,642,625
DELTA	1,862,320
DUAL-AIR	1,483,161
ESCORT	74-714,546
 POWER VISOR	75-109,177
RES-Q-FLO	1,345,903
SCBAG	1,796,312
SELECT-AIR	1,595,027
THE AIR YOU WEAR	1,207,948

WHEREAS, Minnesota Mining and Manufacturing Company, incorporated in Delaware, and having a mailing address of 2501 Hudson Road, Saint Paul, Minnesota 55144-1000, USA, desires to acquire all rights, title and interest in and to the Marks, including any choses in action relating to said Marks, together with the goodwill of the business symbolized by the Marks set forth above; and

WHEREAS, it is desired that the assignment of the Marks listed above be made a matter of record in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the full receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Racal Health & Safety Inc. hereby sells, assigns, transfers and conveys unto Minnesota Mining and Manufacturing Company, all of its right, title and interest in and to the aforesaid Marks, including any choses in action relating to said Marks, claims for damages, profits and costs, both in equity and law, for any infringement or infringements of said Marks accruing on or before the date of this assignment, together with the goodwill of the business symbolized by the Marks and including the registrations and applications thereof as set forth above, and further, Racal Health & Safety Inc. hereby covenants, agrees and undertakes to execute, whenever requested by Minnesota Mining and Manufacturing Company, and at the expense thereof, all applications, assignments, lawful oaths and any other paper which Minnesota Mining and Manufacturing Company may reasonably deem necessary or desirable for securing to Minnesota Mining and Manufacturing Company or for maintaining for Minnesota Mining and Manufacturing Company the above-identified registrations and applications of the Marks.

RACAL HEALTH & SAFETY INC.

By: M. G. Euler
Name: Martin G. Euler
Title: Vice President
Date: January 30th, 1998

State of Maryland, County of Frederick, ss.

On this 30th day of January 1998, before me personally appeared Martin
G. Euler, who acknowledged himself to be the Vice
President of Racaal Health & Safety Inc., and that he, as such Vice
President, being authorized to do so, executed the foregoing instrument for the
purposes therein contained, by signing the name of the corporation by himself as Vice
President.

In witness whereof I hereunto set my hand and official seal.

Patricia A. Young

Notary Public

My Commission Expires:

PATRICIA A. YOUNG
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 29, 2001