

09-14-1998

ET
Y

Docket No.:
95189



Tab settings

To the Honorable Commissioner of Patents and Trademarks **100825840**

attached original documents or copy thereof.

1. Name of conveying party(ies): **MRD 9-8-98**
Flexonics, Inc.
300 E. Devon Avenue
Bartlett, IL 60103

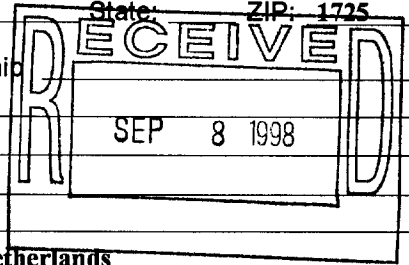
Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State California
 Other _____

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

2. Name and address of receiving party(ies):
Name: Senior Engineering Investments B.V.
Internal Address: World Trade Center
Street Address: Tower B, 17th Floor
City: Strawinskylaan State: _____ ZIP: 1725

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other Company - Netherlands

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



3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Correction of Reel/Frame 1708/0765

Execution Date: February 12, 1992

4. Application number(s) or registration numbers(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
See Attachment "A" **315 E**

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Richard D. Harris
Internal Address: Law Offices of Dick and Harris
Street Address: 181 West Madison St., Suite 3800
City: Chicago State: IL ZIP: 60602

6. Total number of applications and registrations involved: **12**

7. Total fee (37 CFR 3.41): \$ \$315.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
04-1030

DO NOT USE THIS SPACE

09/11/1998 TTON11 00000034 364193

01 FC:401 40.00 DP
02 FC:502 275.00 DP

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.

Richard D. Harris
Name of Person Signing

Richard D. Harris 9-4-98
Signature Date

Total number of pages including cover sheet, attachments, and document: **27**

TRADEMARK
REEL: 1786 FRAME: 0642

ATTACHMENT "A"

Registration Number	Mark
364,193	VIBRA-SORBER
546,139	Miscellaneous Design
576,200	Miscellaneous Design
617,075	FLEXON
723,190	FLEXONICS
843,974	TEMP FLEX
996,952	FLEXONICS
1,032,013	BEND-A-FLEX
1,073,053	LOW-CORR
1,092,107	FLEXONICS
1,105,043	HIGH-CORR
1,317,613	FLEXONICS and Design

TRADEMARK

REEL 1039 FRAME 038

04-07-1998



100680931

COVER SHEET

Docket No.:

ONLY

95189

Tab settings

record the attached original documents or copy thereof.

To the Honorable Commissioner

1. Name of conveying party(ies):

Flexonics, Inc.
300 E. Devon Avenue
Bartlett, IL 60103

3-30-98

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

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Correction of Reel/Frame 1039/0037

Execution Date: February 12, 1992

2. Name and address of receiving party(ies):

Name: Senior Engineering Investments B.V.

Internal Address: World Trade Center

Street Address: Tower B, 17th Floor

City: Strawinskylaan State: _____ ZIP: 1725

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Company - Netherlands

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 registration numbers(s):

A. Trademark Application No.(s)

364193

B. Trademark Registration No.(s)

See
Attachment
"A"

Additional numbers attached? Yes No

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

Name: Richard D. Harris

Internal Address: Law Offices of Dick and Harris

Street Address: 181 West Madison St., #3800

City: Chicago State: IL ZIP: 60602

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

12

7. Total fee (37 CFR 3.41):.....\$ \$315.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

04-1030

04/06/1998 DCDATES 00000067 364193
01 FC:481 40.00 OP
02 FC:482 275.00 OP

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.

Richard D. Harris

Name of Person Signing

Richard D. Harris

Signature

March 26, 1998

Date

Total number of pages including cover sheet, attachments, and documents: 10

FLEXONICS, INC. (Assignor)
TO
SENIOR ENGINEERING
INVESTMENTS, B.V. (Assignee)
(Intellectual Property)

ASSIGNMENT AGREEMENT

This Assignment Agreement is entered into as of the
/27/ day of February, 1992, by and between Flexonics, Inc.
("FLEXONICS"), Assignor, a California corporation whose address
is 300 E. Devon Avenue, Bartlett, Illinois 60103 and Senior
Engineering Investments, B.V. ("SENIOR"), Assignee, a company
formed under the law of the Netherlands, whose address is World
Trade Center, Tower B, 17th Floor, Strawinskyaan, 1725, 1077XX
Amsterdam, Holland.

1. FLEXONICS is the owner of trademarks, trademark
registrations, tradenames, patents, applications for patents, and
licenses in the United States and other countries all set forth
in Schedule 1 attached and FLEXONICS owns trade secrets and know-
how which are not on the Schedule; and

2. FLEXONICS desires to transfer and assign all
right, title and interest in the above property to SENIOR.

NOW, THEREFORE, the parties hereto, intending to be
legally bound, agree as follows.

TRADEMARK

REEL 1039 FRAME 039

1. IN CONSIDERATION of FIFTEEN MILLION U. S. DOLLARS (\$15,000,000.00) paid by SENIOR to FLEXONICS receipt of which is acknowledged by FLEXONICS, FLEXONICS makes this assignment of property to SENIOR.

2. FLEXONICS assigns to SENIOR, worldwide, all right, title and interest in and to the trademarks, registrations and applications for registrations together with all goodwill of the business connected with the use and symbolized by the marks and registrations for the United States and other countries together with all claims that could have been asserted by FLEXONICS for damages by reason of past infringement by third parties of any Marks prior to execution of this Agreement, with the same right to sue for, and collect the same for SENIOR's own use and benefit and for the use and benefit of its successors, assigns or other legal representatives. FLEXONICS agrees to execute such other instruments as SENIOR deems necessary or desirable to vest in SENIOR the sole ownership and all exclusive rights to the marks listed in Schedule 1 (attached) and to enable SENIOR to record the rights in any country.

TRADEMARK

REEL 1039 FRAME 040

3. FLEXONICS assigns to SENIOR, worldwide, all right, title and interest in the patents, applications for patent and the inventions and improvements disclosed in the patents and patent applications listed in Schedule 1 (attached) for the

United States and other countries. This includes any letters patent which may issue therefor in the United States and all other countries and all divisions, reissues, continuations, renewals, and/or extensions thereof including all priority rights under the international convention associated therewith for each country of the Union, SENIOR to have and to hold the interests assigned to the full ends of the terms of the letters patent and any and all divisions, reissues, continuations, renewals, and/or extensions thereof, respectively, as fully and entirely as the same would have been held and enjoyed by FLEXONICS had this assignment not been made. This includes the right to any claims for any past infringement by third parties for damages that could have been asserted by FLEXONICS before this assignment.

4. FLEXONICS assigns to SENIOR all trade secrets and know-how used in the engineering, manufacturing, sale and service of its products. These products include but are not limited to corrugated tubular metal products, including flexible metal hose, related assemblies, formed metal bellows, for the automotive, aerospace, combustion engine, medical, instrumentation and control, process equipment, industrial process operations, metallurgy, power generation, petrochemical, construction, HVAC systems and cryogenics industries. The trade secrets and know-how are not listed in Schedule 1 (attached).

REEL 1039 FRAME 41
TRADEMARK

5. FLEXONICS covenants that it is the lawful owner of the trademarks and registrations and applications for registrations, tradenames, licenses, patents and patent applications, inventions, improvements, all listed in Schedule 1 (attached) and all the trade secrets and know-how (not listed in Schedule 1) that all of this property is unencumbered, that no license has been granted on this property except as listed in Schedule 1 (attached) and that FLEXONICS has the full right to make this assignment.

6. FLEXONICS will communicate through its officers or employees to SENIOR or its representatives or assigns any facts known to FLEXONICS relating to the trademarks, tradenames, registrations, licenses, patents, applications for patents, inventions, improvements and the trade secrets and know-how and will upon request, but without expense to SENIOR testify in any legal proceedings, sign all lawful papers, execute all divisional, reissue, continuation, renewal, and/or extension applications, make all rightful oaths execute any other forms of assignments for recording in any country and generally do all other and further lawful acts deemed necessary or expedient by SENIOR or by counsel for SENIOR, to assist or enable SENIOR to obtain and enforce full benefits from the rights and interests assigned. This assignment will inure to the benefit of the successors and assigns of SENIOR.

REEL 1039 FRAME 042

7. This Agreement constitutes the entire agreement and supersedes all prior agreements between the parties pertaining to the subject matter.

8. This Agreement is binding upon the parties, their heirs, legal representatives and successors.

9. This Assignment Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Illinois without regard to its conflicts of law provisions.

10. This Assignment Agreement may be executed in two or more identical counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

TRADEMARK

REEL 1039 FRAME 043

'IN WITNESS WHEREOF, the parties hereto have executed
this Agreement as of the date first written above.

ATTEST:

Larry S. Dodson, Asst. Sec.

FLEXONICS, INC. (ASSIGNOR)

By: Stephen J. P. [Signature]

Title: PRESIDENT

ATTEST:

J. Bunker
MRS. J. BUNKER
74 KINGSWOOD ROAD
WATFORD, WERTS.

SENIOR ENGINEERING
INVESTMENTS, B.V. (ASSIGNEE)

By: [Signature]

Title: MANAGING DIRECTOR

TRADEMARK

REEL 1039 FRAME 44

IN THE
UNITED STATES
PATENT AND TRADEMARK OFFICE

IN RE REGISTRATIONS OF: SENIOR ENGINEERING INVESTMENTS, AG

CASE: 95189

REGISTRATION NOS.: 364,193; 546,139; 576,200; 617,075;
723,190; 843,974; 996,952; 1,032,013;
1,073,053; 1,092,107; 1,105,043; and
1,317,613

COMMUNICATION TOWARDS
AMENDMENT OF
PTO DATABASE

ATTENTION OF:
Assignment Branch

ASSISTANT COMMISSIONER
FOR TRADEMARKS
ARLINGTON, VA 22202-3513

Dear Sir:

If any charges or fees must be paid in connection with the following communication, they may be paid out of our Deposit Account No. 04-1030.

This Communication is to correct reel/frame 1708/0765, which itself attempted to correct reel/frame 1039/0037. This latest correction arises out of a typographical error appearing on the recordation cover sheet, attached, which misspelled the receiving party's name as Senior Engineering Investments B.V. instead of Senior Engineering Investments B.V. The correct spelling of the name is shown on all associated assignment documentation.

To that purpose, Registrant is enclosing herewith a new recordation cover sheet to correct the typographical error recorded at reel/frame 1708/0765.

Further, a copy of the entire package recorded at 1708/0765 is included. Your

LAW OFFICES OF
DICK AND HARRIS
181 WEST MADISON STREET
SUITE 3800
CHICAGO, IL 60602
(312) 726-4000

Richard E. Dick 27778
Richard D. Harris 27898
Howard E. Silverman 32492
John S. Pacocha 25197

Douglas B. Teaney 33459
Herbert H. Finn 38139
Christopher S. Clancy
James K. Cleland

TRADEMARK
REEL: 1786 FRAME: 0651

correction of the database to correct this inadvertent typographical error is sincerely appreciated.

Should anything further be required, please do not hesitate to contact the undersigned at 312-726-4000.

Respectfully submitted,

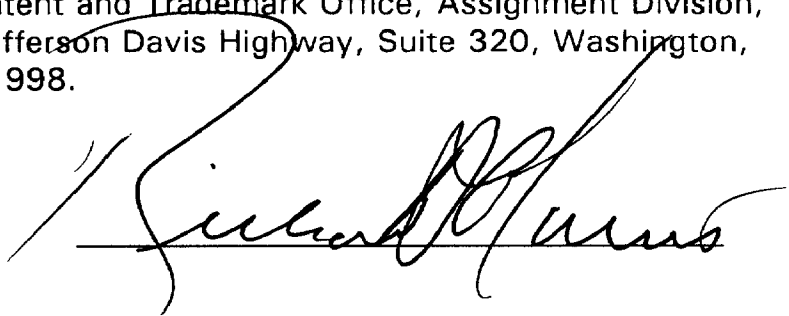
LAW OFFICES OF DICK AND HARRIS

Dated: September 7, 1998


Richard D. Harris
One of Attorneys for Applicant

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as First Class Mail under 37 C.F.R. §1.8, postage prepaid, in an envelope addressed to U.S. Patent and Trademark Office, Assignment Division, Box Assignments, CG-4, 1213 Jefferson Davis Highway, Suite 320, Washington, D.C. 20231 on September 7, 1998.



LAW OFFICES OF
DICK AND HARRIS
181 WEST MADISON STREET
SUITE 3800
CHICAGO, IL 60602
(312) 726-4000

Richard E. Dick 27778
Richard D. Harris 27898
Howard E. Silverman 32492
John S. Pacocha 25197

Douglas B. Teaney 33459
Herbert H. Finn 38139
Christopher S. Clancy
James K. Cleland