

10-21-1998

HEET

Docket No.:

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100856421

To the Honorable Commissioner of Patents and Trademarks, the attached original documents or copy thereof.

10-15-98

1. Name of conveying party(ies):

Universal Polymer & Rubber Inc.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other

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

3. Nature of conveyance:

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

Execution Date: September 23, 1998

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

Name: UPR Acquisition, Ltd.

Internal Address:

Street Address: 159 South Main Street

City: Akron State: OH ZIP: 44308

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

75/197,437

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Pamela C. Gavin, Esq.

Internal Address: McGuire, Woods, Battle & Boothe LLC

Street Address: One James Center, 901 East Cary Street

City: Richmond State: VA ZIP: 23219-4030

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

1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

10/20/1998 NGUYEN 00000267 75197437

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40.00 OP

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.

Pamela C. Gavin

Name of Person Signing

Pamela C. Gavin

Signature

Oct. 6, 1998

Date

Total number of pages including cover sheet, attachments, and

4

ASSIGNMENT

THIS ASSIGNMENT ("Assignment") is made and entered into as of the date indicated below (Effective Date"), by and between Universal Polymer & Rubber Inc., a Delaware U.S.A. corporation, with its principal office at 5221 Valley Park Drive, Roanoke, Virginia 24019 ("Assignor"), and UPR Acquisition, Ltd., an Ohio U.S.A. Limited Liability Company, with its principal office at 159 South Main Street, Akron, Ohio 44308.

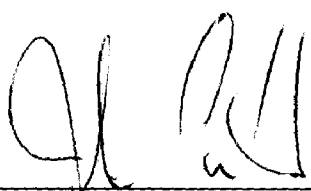
WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the United States Patents and Trademark and associated goodwill identified in the attached Exhibit A (collectively, the "PROPERTY").

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE, its successors, legal representatives, and assigns, the full and exclusive right, title and interest in and to the PROPERTY, including any continuation, division, continuation-in-part, renewal, substitute, reissue, reexamination or extension thereof and all Letters Patent which may be granted for any corresponding patent in any country or countries foreign to the United States, and all extensions, renewals and reissues thereof or legal equivalent thereof relating to the PROPERTY.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment and sale.

ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue patents or similar legal protection, to record this Assignment and to issue all Letters Patent or similar legal protection for any related patents to the ASSIGNEE, the PROPERTY and any Letters Patent thereof or similar legal protection to be held by the ASSIGNEE for its own use and benefit and for the use and benefit of its successors, or assigns, to the full end of the term of any of the PROPERTY and Letters Patent or such similar legal protection which may be granted, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this Assignment and sale not been made.

IN WITNESS WHEREOF, the ASSIGNOR has executed this Assignment on this 23rd day of September, 1998.



Universal Polymer & Rubber Inc.

ACKNOWLEDGMENT

COUNTY OF Summit)

) ss.

CITY OF Akron)

On this 23rd day of September, 1998, John C. Carlin known to me to be the person of that name who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.



Notary Public

(SEAL)

LEE S. WALKO, Attorney
NOTARY PUBLIC - STATE OF OHIO
My Commission Has No Expiration Date
Section 147.03 R.C.

EXHIBIT A

U.S. Patents

No. **4,602,792** Dual Function Gasket with Dual Lips and Optional Locking Ring
Issued July 29, 1986

No. **4,602,793** Gasket with Encapsulated Locking Ring
Issued July 29, 1986

U. S. Trademark

UP&R

Serial No. 75/197437

Published November 13, 1996