

10-21-1998

FORM PTO-1594

1-31-92



COVER SHEET ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

To the Honorable Comm

100854233

Record the attached original documents or copy thereof.

1. Name of Conveying party(ies):

TECHNOLOGY ASSESSMENT AND DEVELOPMENT, INC.
149 WEST FAIRMOUNT AVENUE
STATE COLLEGE, PA 16801

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

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

3. Nature of conveyance:

- X Assignment Merger
Security Agreement Change of Name
Other

Execution Date: OCTOBER 2, 1998

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

Name: PENNTURE PRODUCTS, INC.

Internal Address:

Street Address: 1600 EAST CUMBERLAND STREET
City: LEBANON State: PA ZIP: 17042

- Individual(s) citizenship
Association
General Partnership
Limited Partnership
X Corporation-State PA
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 registration number(s):

A. Trademark Application No.(s)

MRD 10-16-98
B. Trademark registration No.(s)

1,982,914

Additional numbers attached? Yes No

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

Name: KATHLEEN S. WETZEL

Internal Address: STEVENS & LEE

Street Address: 111 N. SIXTH STREET

City: READING State: PA ZIP: 19601

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

1

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

- X Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

(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.

KATHLEEN S. WETZEL

Name of Person Signing

Signature

OCTOBER 12, 1998

Date

10/20/1998 BMSUYEN 00000298 1982914

Total number of pages comprising cover sheet:

Box for page count

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## ASSIGNMENT OF REGISTERED TRADEMARK

ASSIGNMENT OF REGISTERED TRADEMARK made as of the 2nd day of October, 1998, by TECHNOLOGY ASSESSMENT AND DEVELOPMENT, INC., a Pennsylvania corporation with an address of 149 West Fairmount Avenue, State College, Pennsylvania 16801 ("Assignor"), to PENNTURF PRODUCTS, INC., a Pennsylvania corporation with an address of 1600 East Cumberland Street, Lebanon, Pennsylvania 17042 ("Assignee").

### BACKGROUND

Assignor is the owner the trademark "PennMulch", as registered with the United States Patent and Trademark Office Registration No. 1,982,914, registered on June 25, 1996 (the "Trademark").

### AGREEMENT

NOW, THEREFORE, in consideration of sums paid under the Trademark Purchase Agreement dated September 18, 1998 between Assignor and Assignee (the "Trademark Agreement"), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment. Assignor hereby assigns, transfers, conveys and sets over unto the Assignee Assignor's entire right, title and interest in, to and under the Trademark, together with all of the goodwill of the business associated with the use thereof and symbolized thereby, and all of Assignor's copyrights (including any common law and statutory rights and copyrights which Assignor may have with respect to any photographs, drawings and the like which Assignor uses only in connection with the Trademarks), registrations, applications, amendments, applications for amendments, designs, trade dress and claims and causes of action (including, without limitation, claims and causes of action for past infringement) relating thereto, and the right to sue and collect damages for any and all past infringements thereof, and any of Assignor's other rights relating thereto (collectively, the "Rights").

2. Further Actions. From time to time after the date hereof, and without further consideration (subject to reimbursement of reasonable out-of-pocket expenses in connection with clause (b) below), Assignor shall promptly take such actions and execute and deliver such documents and instruments as the Assignee or its counsel may reasonably request in order to (a) perfect and record Assignee's ownership rights in the Rights and/or (b) prosecute any infringements thereof.

3. Counterparts. Each copy of this Assignment which Assignor signs to facilitate recording of the Assignee's interest in the Rights shall be deemed an original.

4. Representation and Warranty. Assignor represents and warrants to Assignee that Assignor has not sold, transferred or assigned the Trademark to any other person or entity and the Trademark is being transferred and assigned by Assignor to Assignee free and clear of any charge, claim, equitable interest, lien, option, pledge, security interest or right of first refusal, restriction, covenant, license or other encumbrance.

5. Successors, Etc. This Assignment and all of the terms, covenants and provisions hereof shall inure to the benefit of the Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns; provided, however, that Assignor may not assign this Assignment or its obligations hereunder without the prior written consent of the Assignee. Any assignment which contravenes this Section 5 shall be void ab initio.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered as of the day and year first above written.

TECHNOLOGY ASSESSMENT AND DEVELOPMENT, INC.

By: Martin J. Bradley  
Martin J. Bradley, President

"Assignor"

COMMONWEALTH OF PENNSYLVANIA :  
:SS.  
COUNTY OF LANCASTER :

On this 2nd day of October, 1998, before me, a notary public, the undersigned officer, personally appeared MARTIN J. BRADLEY, who acknowledged himself to be PRESIDENT of TECHNOLOGY ASSESSMENT AND DEVELOPMENT, INC., a Pennsylvania corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Michele A. Souders  
Notary Public

NOTARIAL SEAL  
MICHELE A. SOUDERS, Notary Public  
City of Lancaster, Lancaster County  
My Commission Expires Feb. 14, 1999