

11-17-1998



100900983

REGISTRATION FORM COVER SHEET

TRADEMARKS ONLY

To the Honourable Commissioner of Patents and Trademarks, please record the attached original documents or copy thereof.

1. Name of Conveying Party: *NEP*

Lord Corporation *11-9-98*
111 Lord Drive
P.O. Box 8012
Cary, NC 27511-8012

Lord Corporation is a Pennsylvania corporation with offices also at:

110 Corning Road	2000 West Grandview Boulevard	1635 West 12th Street
Suite 100	P.O. Box 10038	Erie, PA 16512
Cary, NC 27511	Erie, PA 16514-0038	

2. Name and address of Receiving Party:

Lord Techmark, Inc.
501 Silverside Road, Suite 67
Wilmington, DE 19809

Lord Techmark, Inc. is a Delaware corporation.

3. Nature of Conveyance: Assignment

Execution Date: September 21, 1998

4. Application Numbers or Registration Numbers

- A. Application No.(s): None
- B. Registration No.(s): 2,103,518
2,160,048

11/16/1998 JMATKINS 00000006 2103518
 01 FC:481
 02 FC:482
 40.00 DP
 25.00 DP

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

Christopher J. I. Gannon, Esq.
Attorney for Lord Techmark, Inc.
c/o Lord Corporation
111 Lord Drive
P.O. Box 8012
Cary, NC 27511-8012

6. Total Number of Applications and Registrations involved: 2

7. Total Fee (37 CFR 3.41) \$65.00

Enclosed

8. Deposit Account Number: Not applicable; **Fee Enclosed**

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.

Frank S. Zagar
Name


Signature

10/22/98
Date

Total Number of Pages 6
Comprising Cover Sheet: 2

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Assignment Agreement") is made effective as if this 21st day of September, 1998, by and between Lord Corporation, a Pennsylvania Corporation, having a place of business at 111 Lord Drive, Cary, North Carolina, 27511 ("Lord"), and Lord Techmark, Inc., a Delaware corporation, with its only place of business at 501 Silverside Road, Suite 67, Wilmington, Delaware ("Techmark").

BACKGROUND

The background to this agreement is as follows. Lord is the owner of 100% of the issued and outstanding shares of common stock of Techmark. Lord is also the owner of certain trademarks, together with all registrations therefor, all as more particularly identified on Schedule A hereto (the "Trademarks"). Lord is desirous of assigning all of its right, title and interest in and to each of the Trademarks to Techmark, and Techmark is desirous of accepting the same.

AGREEMENT

In consideration of the mutual promises and covenants made herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

(A) Lord does hereby assign, transfer and convey unto Techmark all right, title and interest in and to the Trademarks identified on Schedule A hereto, together with all goodwill associated therewith, including all registrations therefor.

(B) Techmark hereby accepts the assignment described in Paragraph (A) hereto. Techmark hereby assumes all liabilities and obligations in connection with such assignment, except as otherwise agreed by the parties in writing.

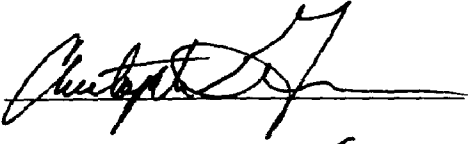
(C) Lord agrees to take whatever further action is deemed necessary or appropriate by Techmark to effect the transfer of the Trademarks properly and completely to Techmark and to establish full custody of the Trademarks in Techmark.

(D) This Assignment Agreement shall be governed by the internal laws of the State of Delaware, without reference to its conflicts of law principles.

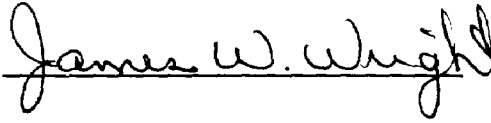
EXECUTION

IN WITNESS WHEREOF the parties hereto, through their respective authorized officers, have executed this Assignment Agreement to be effective as of the date and year first set forth above.

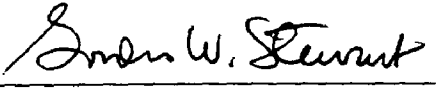
{SEAL}
ATTEST:

By: 
Name: CHRISTOPHER GANNON
Title: ATTORNEY II

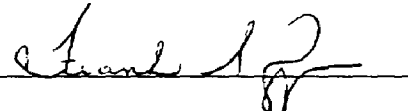
LORD CORPORATION

By: 
Name: JAMES W. WRIGHT
Title: Vice President, Legal Affairs
and Secretary

{SEAL}
ATTEST:

By: 
Name: GORDON W. STEWART
Title: SECRETARY

LORD TECHMARK, INC.

By: 
Name: FRANK S. ZEGAR
Title: VICE PRESIDENT

STATE OF NORTH CAROLINA)
) SS.
COUNTY OF WAKE)

On the 21 day of ~~August~~ ^{September}, 1998, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared James W. Wright, who acknowledged himself to be the Vice President, Legal Affairs and Secretary of Lord Corporation, a Pennsylvania corporation, and that he, as such officer being authorized to do so, executed the foregoing Assignment Agreement 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.

Yolanda Hart
NOTARY PUBLIC

My Terms Expires: _____ My Commission Expires: June 22, 2000

{SEAL}

STATE OF DELAWARE)
) SS.
COUNTY OF NEW CASTLE)

On the 22nd day of October, 1998, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared FRANK S. ZAGAN, who acknowledged himself to be the VICE PRESIDENT of Lord Techmark, Inc., a Delaware corporation, and that he, as such officer being authorized to do so, executed the foregoing Assignment Agreement 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.

MARY B. DUVALL
NOTARY PUBLIC

My Terms Expires: _____ MARY B. DUVALL
NOTARY PUBLIC - DELAWARE
My Commission Expires Mar. 17, 2000

{SEAL}

SCHEDULE A
TRADEMARKS

Registered Trademarks:

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
FUSOR	2,103,518	October 7, 1997
NVX	2,160,048	May 26, 1998