

12-16-1998



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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

12.11.98

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
  - Security Agreement  Nunc Pro Tunc Assignment
  - Merger
  - Change of Name
  - Other
- Effective Date  
Month Day Year  
 09 22 98

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year  
 09 22 98

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

12/14/1998 JSNBAZZ 00000076 130206 1874510

40.00 CH  
150.00 CH

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 1826 FRAME: 0771

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name CHRISTINE D. GALBRAITH

Address (line 1) 227 West Monroe Street

Address (line 2) Suite 4400

Address (line 3) Chicago, Illinois 60606

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number 312-984-7754

Name CHRISTINE D. GALBRAITH

Address (line 1) 227 West Monroe Street

Address (line 2) Suite 4400

Address (line 3) Chicago, Illinois 60606

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments.

# 3

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)


<u>1,874,510</u>	<u>1,898,294</u>	<u>915,050</u>
<u>2,063,274</u>	<u>2,085,777</u>	<u>2,106,160</u>
<u>1,971,212</u>		

**Number of Properties** Enter the total number of properties involved.

# 7

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41):

\$ 190.00

Method of Payment: Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

# 13-0206

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Christine D. Galbraith

*Christine D. Galbraith*

12/3/98

Name of Person Signing

Signature

Date Signed

# ASSIGNMENT OF UNITED STATES TRADEMARKS

**WHEREAS**, Bartell Machinery Systems Corp., a corporation organized and existing under the laws of the State of New York ("Assignor"), having its principal place of business at 6321 Elmer Hill Road, Rome, NY 13440, United States of America, is the owner of the entire right, title, and interest in various trademarks, logos, service marks, and trade names, including the goodwill of the business symbolized thereby and associated therewith (hereinafter the "Trademarks"). Such marks include, but are not necessarily limited to, the trademarks set forth in Schedule A attached hereto and incorporated herein;

**WHEREAS**, Bartell Machinery Systems, L.L.C. ("Assignee"), a limited liability company, organized and existing under the laws of Delaware, desires to acquire all right, title, and interest in the Trademarks, together with the goodwill of the business symbolized thereby and associated therewith;

**WHEREAS**, concurrently with the execution hereof, Assignor and Assignee are entering into that certain Agreement for Purchase and Sale of Assets of even date herewith (the "Agreement");

**WHEREAS**, capitalized terms, unless otherwise defined herein, shall have the meanings assigned to them in the Agreement;

## **NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:**

For good and valuable consideration, the receipt and sufficiency of which are acknowledged by Assignor, Assignor does hereby sell, transfer, convey, and assign to Assignee, Assignor's entire right, title and interest together in and to said Trademarks together with the goodwill of the business symbolized thereby and associated therewith, the registrations thereof, all trademarks, logos, service marks and trade names of Assignee which are not registered and the goodwill appurtenant thereto, and the right to sue and recover for any past, present and future infringements of said Trademarks. The Trademarks rights shall be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns, or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor further agrees to execute any and all documents and do any such further acts that shall be required in order for Assignee to secure the rights hereby conveyed. Assignor further represents and warrants and covenants to Assignee that Assignor has the full right to convey the right, title, and interest herein assigned.

IN TESTIMONY WHEREFORE, Assignor has caused this instrument to be signed by its duly authorized officer as shown below.

BARTELL MACHINERY SYSTEMS CORP.

By: [Signature]

Name: JERRY M BARTELL

Title: PRESIDENT

Dated: Sept 22 1998

**SUBSCRIBED & SWORN TO**

before me this 22 day  
of SEPT, 1998.

[Signature]

Notary Public

My Commission expires: 01-22-00

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RAQUEL L LOOFT  
Notary Public, State of New York  
Appointed in Madison County  
No. 01LO5054689  
My Commission Expires 01-22-00

# SCHEDULE A

## Registered U.S. Trademarks

Mark	International Class	Reg. No.	Reg. Date	Status
CP2 and Design	7 (tire building and handling machines, bead building and handling machines, wire building and handling machines and metal decorating machines)	1,874,510	1/17/95	Registered - Section 8 and 15 due 1/17/00
CP2 and Design	37 (installation and repair services in the field of tire building and handling machinery, bead building and handling machinery, wire building and handling machinery, metal decorating machinery, and machine tool machinery)	1,898,294	6/6/95	Registered - Section 8 and 15 due 6/6/00
BARTELL	7 (wire take-up machines, and twisters and stranders)	915,050	6/15/71	Registered - Re-renewal due 6/15/01
BEADMASTER	7 (tire bead winding machines)	2,063,274	5/20/97	Registered - Section 8 and 15 due 5/20/02
TDS	7 (tire bead building machines)	2,085,777	8/5/97	Registered - Section 8 and 15 due 8/5/02
THE CONSTANT PURSUIT OF PERFECTION	7 (tire bead winding machines, tire bead apexing machines, wire bead handling equipment, namely, conveyors, and tire bead wire processing equipment, namely, letoffs, take-ups and stranders)	2,106,160	10/21/97	Registered - Section 8 and 15 due 10/21/02
SWS	41 (instruction in the repair of tire and bead building machines) 7 (machinery for producing pneumatic tire beads, namely winders, extruders and festoons, sold collectively and individually)	1,971,212	4/30/96	Registered - Section 8 and 15 due 4/30/01

## Common Law Trademarks

- |                   |                          |              |
|-------------------|--------------------------|--------------|
| 1. PR 730         | 10. Dual Giant Phase III | 19. SWS 4000 |
| 2. PR 740         | 11. FSW                  | 20. SWS 6000 |
| 3. PR 760         | 12. TDS 840              | 21. WAGNER   |
| 4. PR 770         | 13. TDS 860              | 22. B62      |
| 5. Phase III      | 14. TDS 980              | 23. B63      |
| 6. Phase IV       | 15. UB                   | 24. B64      |
| 7. Phase V        | 16. UC                   | 25. B69      |
| 8. Dual Phase III | 17. UD                   | 26. B70      |
| 9. Dual Phase IV  | 18. SWS 2000             | 27. B84      |