

FORM P (Rev. 6-9 OMB No. 12-14-1998 12-22-1998 U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

RE T 100926286

TM05/RE Tab 1 U.S. Patent & TMO/c/TM Mail Rcpt Dt. #34 Patents shed original documents or copy thereof.

1. Name of conveying party(ies): State Street Bank and Trust Company

2. Name and address of receiving party(ies): Name: Lumitex, Inc. Internal Address: Street Address: 8443 Dow Circle City: Strongsville State: OH ZIP: 44136

3. Nature of conveyance: 12-14-98

4. Application number(s) or registration numbers(s): A. Trademark Application No.(s) B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed: John X. Garred Benesch, Friedlander, Coplan & Aronoff LLP Internal Address: Street Address: 2300 BP Tower 200 Public Square City: Cleveland, State: OH ZIP: 44114

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41): \$ 390.00

8. Deposit account number: 02-2051

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. John X. Garred Name of Person Signing Signature Date December 11, 1998

Total number of pages including cover sheet, attachments, and 4

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TRADEMARK REEL: 1829 FRAME: 0963

## **TRADEMARK ASSIGNMENT**

WHEREAS, State Street Bank and Trust Company ("Bank"), a Massachusetts Trust Company having its principal place of business at 225 Franklin Street, Boston, Massachusetts 02101, ("Assignor"), attained an ownership interest in certain trademarks ("Trademarks") identified in Schedule A attached hereto;

WHEREAS, Lumitex, Inc., an Ohio Corporation having its principal place of business at 8443 Dow Circle, Strongsville, Ohio 44136 ("Assignee"), desires to purchase the Trademarks owned by Assignor; and

WHEREAS, Assignor has agreed to assign all their rights, title, and interest in such Trademarks to Assignee;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and sells all of their rights to title and interest to the Trademarks together with the goodwill of the business symbolized by said trademarks and all causes of actions, claims, and demands or other rights for or arising from any infringements, including past infringements of the Trademarks contained on Schedule A of this Trademark Assignment to Assignee.

Assignor will, at any time and from time to time, upon request of Assignee and at Assignee's expense, do execute, acknowledge, and deliver all such further acts and deeds, assignments, instruments of transfer or conveyance, registrations for assignments, powers of attorney and assurances as may be required for the assigning, assuring, and confirming to Assignee, or to its successors and assigns, or for aiding and assisting in collecting and reducing

to possession, any or all of the Trademarks intended to be assigned under this Trademark

Assignment.

This Trademark Assignment shall be binding upon the successors, assigns, nominees, or other legal representatives of Assignors.

IN WITNESS WHEREOF, this Trademark Assignment is executed on this 9<sup>th</sup> day of

December, 1998.

STATE STREET BANK AND TRUST  
COMPANY

By: Karen E. Pellegrini  
Name: Karen E. Pellegrini  
Title: V.P.

STATE OF Mass.  
COUNTY OF Suffolk ) SS

On this 9<sup>th</sup> day of December, 1998, before me personally came the above-named Karen E. Pellegrini, Vice President of State Street Bank and Trust Company, to me personally known as the individual who executed the foregoing Trademark Assignment, and who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

[Signature]  
Notary Public

(SEAL)

# SCHEDULE A (TRADEMARKS)

## U.S. REGISTERED TRADEMARKS

<i>Trademark</i>	<i>Serial No.</i>	<i>Filing Date</i>	<i>Reg No</i>	<i>Reg Date</i>	<i>Status</i>
Lumileen	73/651,074	03/23/87	1,461,764	10/20/87	Registered
Optiview	74/020,846	01/22/90	1,682,339	04/07/92	Registered
Polyglo	74/161,884	04/29/91	1,698,858	07/07/92	Registered
UniGlo	74/236,022	01/02/92	1,746,360	01/12/93	Registered
Poly-Optical	74/236,728	01/10/92	1,768,478	05/04/93	Registered
OptiBeam	74/282,834	06/08/92	1,768,495	05/04/93	Registered
PolyStamp	74/282,844	06/08/93	1,775,023	06/08/93	Registered
P and Design	74/236,729	01/10/92	1,797,581	10/12/93	Registered
OptiGlo	74/363,548	02/24/93	1,800,594	10/26/93	Registered
QuickCure	74/363,547	02/24/93	1,866,308	12/06/94	Registered
RadialGlo	74/363,549	02/24/93	1,884,236	03/14/95	Registered
OptiBeam Star Design Only	74/455,460	11/08/93	1,914,757	07/29/95	Registered
LumiGlo	74/730,611	09/18/95	1,997,021	08/27/96	Registered
OptiLine	74/615,577	12/27/94	1,950,892	01/23/96	Registered
OptiBright	74/730,612	09/18/95	1,997,022	08/27/96	Registered

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RECORDED: 12/14/1998

TRADEMARK  
REEL: 1829 FRAME: 0966