

01-04-1999



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FORM PTO-1594 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

MED
12-22-98

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Inverness Corporation (a New Jersey corporation), Inverness (U.K.) Ltd.
(company limited by shares and registered in England and Wales),
Inverness France SARL (a French company), and Ears-R-In, Inc.
(a California corporation)

- Individual(s)
- General Partnership
- Corporation - State
- Other
- Association
- Change of Name

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

3. Nature of conveyance:

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

Execution Date January 16, 1998

2. Name and address of receiving party(ies)

Name: Inverness Corporation (a Rhode Island corporation)

Internal Address: c/o Stern Metals, Inc.
110 Frank Mossberg Drive
Attleboro, MA 22703
Street Address: c/o Stern Metals, Inc.
110 Frank Mossberg Drive
Attleboro, MA 22703

- Association
- General Partnership
- Limited Partnership
- Corporation - State: Rhode Island
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes No
(Designations must be a separate document form)

Additional name(s) & addresses(es) attached? Yes No

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

A. Trademark Application No.(s)

75/162,409

B. Trademark Registration No.(s)

2,044,154
1,053,242
1,626,596

12/31/1998 DNGUYEN 00000227 2044154

Additional numbers attached? Yes No

01 FC:48: 40.00 DP
02 FC:48: 75.00 DP

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

Name: A Jason Mirabito
Address: MINTZ, LEVIN, COHN, FERRIS
GLOVSKY and POPEO, P.C.
One Financial Center
Boston, MA 02111

6. Total number of applications and patents involved: [4]

7. Total fee (37 CFR 3.41).....\$160.00

160E

- Enclosed
- Should the amount of the enclosed fee be insufficient, the Commissioner is hereby authorized to charge the balance due to the deposit account of the undersigned

8. Deposit Account No: 50-0311

Refund Ref:
12/31/1998 DNGUYEN 0000073212

CHECK Refund Total: \$45.00

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.

A. Jason Mirabito, Reg. No. 28,161

December 21, 1998

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: [5]

Mail to: Box ASSIGNMENT
Commissioner of Patents and Trademarks
Washington, D.C. 20231

TRADEMARK
REEL: 1840 FRAME: 0112

TRADEMARK ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That for good and valuable consideration, receipt of which is hereby acknowledged, the undersigned Inverness Corporation, a New Jersey corporation, Inverness (U.K.) Limited, a company limited by shares and registered in England and Wales, Inverness France SARL, a French company and Ears-R-In, Inc., a California corporation, hereinafter collectively referred to as the Assignor, in accordance with and subject to the terms, conditions, acknowledgments, disclaimers and limitations of the Asset Purchase Agreement dated as of ~~January~~ December 7, 1998 between the Assignor and the Assignee (as defined below): *AM*

HEREBY SELLS, ASSIGNS, TRANSFERS AND SETS OVER unto Inverness Corporation, a Rhode Island corporation, hereinafter referred to as the Assignee, all of the Assignor's right, title, and interest, if any, in and to: (i) any trademarks, trademark registrations, trademark renewals, affirmations and trademark applications (the "Trademarks") of the Assignor set forth in Schedule I, and (ii) any and all good will relating to of the business in connection with which the Trademarks are used, for the use and enjoyment of the Assignee and its successors and assigns; and

HEREBY AUTHORIZES AND REQUESTS the respective Trademark Office to record the Assignee as the owner of the Trademarks and to grant any and all trademark registrations arising from the Trademarks to Assignee; and

HEREBY FURTHER AGREES that Assignor will, upon the request of Assignee, promptly execute and deliver to Assignee any and all papers, instruments or affidavits required or useful to apply for, maintain, issue and enforce the Trademarks; and

HEREBY FURTHER SELLS, ASSIGNS, TRANSFERS AND SETS OVER unto the Assignee any income, royalties, damages, or payment due or payable as of the date hereof or hereafter with respect to the Trademarks, including, without limitation, any claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for the Assignee's own use and enjoyment, and for the use and enjoyment of its successors and assigns.

IN WITNESS WHEREOF, the Assignor and Assignee have has duly executed and delivered this Assignment as of this 16 day of January, 1998.

ASSIGNOR:

Inverness Corporation (New Jersey)
Inverness (U.K.) Limited
Inverness France SARL
Ears-R-In. Inc.

By: 

Name: Samuel J. Mann
Title: President

ASSIGNEE:

Inverness Corporation (Rhode Island)

By: 

Name: John W. Conley
Title: President, Precision Metals Sector


ACKNOWLEDGMENT

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

On the 16th day of January, 1998 before me personally appeared Samuel Mann, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as President of Inverness Corporation (New Jersey), Inverness (U.K.) Limited, Inverness France SARL and Ears-R-In, Inc., who being by me duly sworn, did depose and say that he is the President of said corporations, the corporations described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporations by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporations.

STATE OF RHODE ISLAND
COUNTRY OF UNITED STATES

SEAL


Notary Public
My commission expires: 3/20/01

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UNITED STATES TRADEMARK SCHEDULE

MARK	FILING DATE	APPLICATION NO.	REGISTRATION DATE	REGISTRATION NO.
INV	6/9/94	74/535,294	3/11/97	2,044,154
INVERNESS	9/26/75	64,261	11/23/76	1,053,242
INVERNESS	4/3/90	74/045,335	12/11/90	1,626,596
ERI	9/9/96	75/162,409		