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Commissioner of Patents and Trademark



or copy thereof.

100956727

(s):

U.S. Patent & TMOfc/TM Mail Rcpt Dt. #10

g party(ies): 1.19.99

Kvaerner U.S. Inc.  
124 Roddy Avenue  
South Attleboro, MA 02703

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State of Delaware
- Other \_\_\_\_\_

Additional name(s) and address(es) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: December 30, 1998

Name: Beringer LLC

Internal Address: \_\_\_\_\_

Street Address: Beringer Way; Peach Highlands

City: Marblehead State: MA ZIP: 01945

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Delaware
- 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) and address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,158,815; 1,158,816;

Additional numbers attached?  Yes  No

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

Name: Jocelyn G. Bolling

Internal Address: Dorsey & Whitney LLP

Street Address: 1330 Connecticut Avenue NW

City: Washington State DC ZIP: 20036

6. Total number of applications and registrations involved: two

7. Total fee (37 CFR 3.41): ..... \$ 65

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(For Any Deficiency) 04-1425

(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.*

Jocelyn G. Bolling

Name of Person Signing

Signature

1-19-1999

Date

Total number of pages comprising cover sheet: one (1)

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

02/02/1999 MNGUYEN 00000250 1158815

Commissioner of Patents and Trademarks

Box Assignments

Washington, D.C. 20231

01 FC:481  
02 FC:482

40.00 OP  
25.00 OP

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TRADEMARK

REEL: 1846 FRAME: 0689

**TRADEMARK ASSIGNMENT FROM  
KVAERNER U.S. INC. TO BERINGER LLC**

This Assignment is made this 30th day of December, 1998, by KVAERNER U.S. INC., a Delaware corporation ("Assignor"), to BERINGER LLC, a Delaware limited liability company having a place of business at Beringer Way, Peach Highlands, Marblehead, Massachusetts 01945 ("Assignee").

WHEREAS, Assignor has adopted and used in its business various trademarks, including those identified in Schedule A hereto and the registrations therefor (the "Trademarks");

WHEREAS, Assignee desires, and Assignor has agreed to assign to Assignee, the entire right, title and interest in and to the Trademarks, together with the goodwill of the business connected with the use of and symbolized by the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee its entire right, title, and interest in and to the Trademarks, including particularly those identified in Schedule A hereto and the registrations therefor, together with the goodwill of the business connected with the use of and symbolized by the Trademarks and the right to sue and recover for the past infringements of the Trademarks.

FURTHER, Assignor agrees to execute and provide promptly after its execution hereof, such further instruments, documents or assignments as may be reasonably necessary to effectuate the purposes of this transaction and to consolidate, vest and record in Assignee Assignor's rights in and to the Trademarks, including particularly those identified in Schedule A hereto.

IN WITNESS WHEREOF the Assignor has executed this instrument.

Dated: December 30<sup>th</sup>, 1998

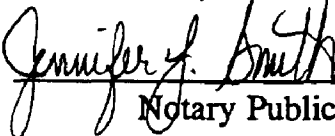
KVAERNER U.S. INC.

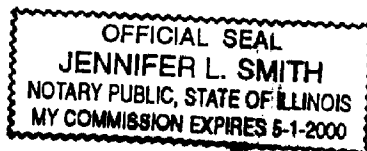
By: 

Name: James J. Hazzel

Title: V.P. & Gen. Sec.

SUBSCRIBED AND SWORN TO  
before me this 30th day  
of December, 1998.

  
Notary Public



**SCHEDULE A**  
**Trademark Registrations**

<b>Mark</b>	<b>Reg. No.</b>
BERINGER	1,158,815
WE'RE PART OF THE PROCESS	1,158,816

892209