

02-17-1999

Docket No.:

17163-15



100965871

attached original documents or copy thereof.

To the Honorable Commissioner of Pat

1. Name of conveying party(ies):

The Staver Company Incorporated

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: December 30, 1998

Name and address of receiving party(ies):

Name: Johnson & Hoffman Manufacturing Corp.

Internal Address: c/o American Engineered Components

Street Address: 145 Newton Street

City: Brighton State: MA ZIP:

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

784,319
784,322

Additional numbers

Yes No

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

Name: David D. Lowry, Esq.

Internal Address: Box IP, 18th Floor

Street Address: Brown, Rudnick, Freed & Gesmer, LLP

One Financial Center, 18th Floor

City: Boston State: MA ZIP: 02111

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$65.00 E

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0369

02/16/1999 JSHADAZZ 00000120 784319

DO NOT USE THIS SPACE

D1 FC:481 40.00 OP
D2 FC:482 25.00 OP

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.

David D. Lowry

Name of Person Signing

Signature

2/9/99

Date

Total number of pages including cover sheet, attachments, and

5

TRADEMARK

REEL: 1854 FRAME: 0740

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT ("Assignment") effective the 30th day of December, 1998 by The Staver Company Incorporated, a New York Corporation ("Assignor") to Johnson & Hoffman Manufacturing Corporation, a New York Corporation ("Assignee") which is a wholly owned subsidiary of American Engineered Components, Inc., a Delaware Corporation.

RECITALS

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement dated November 4, 1998, as amended December 15, 1998 (the "Agreement"), under which Assignor agreed to sell, and Assignee agreed to purchase, certain assets used by Assignor in the design, development, manufacture, marketing, supply sale and distribution of metal stamped parts and components (the "Business"); and

WHEREAS, included among the assets to be purchased by Assignee are those registered trademarks listed on Exhibit A attached hereto and all the registration applications and unregistered or common law trademarks, service marks, trade names and logos used by Assignor in connection with the Business (collectively the "Marks"); and

WHEREAS, Assignee is this date purchasing the Business as a going concern subject to and in accordance with the terms of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor hereby agrees as follows:

DEFINITIONS. All terms not otherwise defined in this Assignment shall have the same respective meanings ascribed to them in the Agreement.

ASSIGNMENT. Assignor hereby grants, transfers, assigns, sells, conveys and relinquishes exclusively to Assignee, its successors and assigns forever, the entire title, right, interest, ownership and all subsidiary rights in and to the Marks, together with the registrations of and registrations for the Marks, and the good will of the Business symbolized by and associated with said Marks and registrations thereof, including, but not limited to, the following:

(a) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future

infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill;

(b) the right to secure registrations therein in Assignee's own name and to secure renewals and extension of the registrations and applications for registrations in the United States of America or any other country; and

(c) the right to determine, in Assignee's sole discretion whether or not any registrations or applications for registration of the Marks shall be preserved and maintained or registered.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed as a sealed instrument as of the date written below by its officer thereunto duly authorized.

THE STAYER COMPANY INCORPORATED

By: [Signature]

Name: Arnold Lazarus

Title: President

Date: 2/5/99

State of New York)
County of Suffolk

) ss.

Before me personally appeared the above named Arnold Lazarus of The Stayer Company Incorporated, personally known to me and by me personally known to be the person who executed the above instrument, who, being duly sworn, acknowledged the foregoing instrument to be his free act and deed, this 5 day of February 1999.

[Signature]
Notary Public

My Commission Expires:

BRYAN FRANKEL
NOTARY PUBLIC, State of New York
No. 4980777, Suffolk County
Term Expires April 29, 1999

SCHEDULE 2.13 - Intellectual Property

Trademark Reg. No. 784,319: "THERMO-FLAG"

Trademark Reg. No. 784,322: "THERMO-VANE"

US Patent No. 4,605,058: HEAT DISSIPATING RETAINER FOR ELECTRONIC PACKAGE.

US Patent No. 4,945,401: HEAT DISSIPATOR FOR SEMICONDUCTOR UNIT