

RECEIVED DRAD



Docket Nos. 4975

100970239

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

1. Name of conveying party(ies): OPR/FINANCE  
Sealze Corporation  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State Virginia  
 Other \_\_\_\_\_

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

2-22-99

2. Name and address of receiving party(ies)  
Name: Jason, Inc.  
Internal Address: \_\_\_\_\_  
Street Address: 411 East Wisconsin Avenue  
City: Milwaukee State: WI Zip: 53202  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_

Corporation-State Wisconsin  
 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) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: February 9, 1999

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

A. Trademark Application No.(s):

B. Trademark Registration No.(s):

1,173,234

Additional numbers attached?  Yes  No

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

Name: Terri S. Flynn, Esq.  
Internal Address: Reinhart, Boerner, Van Deuren, Norris & Rieselbach, s.c.  
Street Address: 1000 North Water Street, Suite 2100  
City: Milwaukee State: WI Zip: 53202

6. Total number of applications and registrations involved: ..... 4

7. Total fee (37 CFR 3.41)..... \$ 40.00

Enclosed  
 Authorized to be charged to deposit account  
 Any Deficiencies in Enclosed Fee should be charged to our Deposit Account.

8. Deposit account number:

18-0882

40E

(Attach duplicate copy of this page if paying by deposit account)

02/23/1999 JSHABAZZ 00000130 1173234

01 FC:461

40.00 OP

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.

Terri S. Flynn  
Name of Person Signing

Signature

February 16, 1999  
Date

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

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

**SCHEDULE A**

<b>PATENT APPLICATIONS</b>		
<b>Title</b>	<b>Application Number</b>	<b>Filing Date</b>
Strip Barrier Brush Assembly	60/079,175	March 23, 1998
Insect/Vermin/Reptile Barrier	Disclosure document filed with Commissioner of Patents and Trademarks	September 30, 1998

**SCHEDULE B**

<b>TRADEMARKS/TRADEMARK APPLICATIONS</b>		
<b>Registration/ApplicationNumber</b>		<b>Grant Date</b>
1,173,234	THERM-L-BRUSH	10/13/81

<b>Common Law Trademarks</b>		
Sealeze		

#158776 v.1 19008.02150

# ASSIGNMENT OF INTELLECTUAL PROPERTIES

THIS ASSIGNMENT OF INTELLECTUAL PROPERTIES, effective 11:59 p.m. eastern daylight savings time the 9<sup>th</sup> day of February 1999, is between SEALEZE CORPORATION, a Virginia corporation, and OLIN V. HYDE (collectively the "Assignor") and JASON INCORPORATED, a Wisconsin corporation ("Assignee").

## RECITALS

A. The Assignor is the owner of all right, title and interest in and to certain intellectual properties as specified below.

B. The Assignor desires to assign all its right, title and interest in these properties to the Assignee and the Assignee desires to accept such assignment.

## AGREEMENTS

In consideration of the recitals and mutual agreements which follow and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignee and the Assignor agree as follows:

1. Assignment of Patents and Inventions. The Assignor assigns and contributes to the Assignee, and the Assignee assumes, all of the Assignor's right, title and interest worldwide in and to the patents, patent applications and patentable inventions listed in Schedule A attached hereto, and in and to any continuations, divisionals, foreign filings, continuations-in-part, extensions or reissuances that may result from such patents or applications, and in and to any patents that may result from such applications, and in and to any other protectable aspects of the inventions on which such patents or patent applications are based.

2. Assignment of Trade Secrets. The Assignor assigns and contributes to the Assignee, and the Assignee assumes, all of the Assignor's right, title and interest worldwide in and to all trade secrets, unfiled patent or invention disclosures, confidential information and know-how related to Sealeze Corporation's business.

3. Assignment of Trademarks. The Assignor assigns and contributes to the Assignee, and the Assignee assumes, all of the Assignor's right,

title and interest worldwide in and to the trademarks, trademark registrations, and applications for trademark registration listed in Schedule B attached hereto, along with all of the goodwill associated with such trademarks, as well as any other trademark rights related to Sealeze Corporation's business.

4. Assignment of Copyrights. The Assignor assigns and contributes to the Assignee, and the Assignee assumes, all of Assignor's right, title and interest worldwide in and to any copyrightable works, copyright registrations and applications for copyright registration related to Sealeze Corporation's business, including without limitation all of the exclusive rights listed in 17 U.S.C. § 106 and any copyright renewal terms available for any such registrations, and in and to any copyright registrations that may result from such applications.

5. Assignment of Accrued Enforcement Rights. The Assignor assigns and contributes to the Assignee, and the Assignee assumes, any causes of action for infringement of any of the intellectual properties specified in Paragraphs 1 through 4 above that may have accrued prior to the execution date of this Agreement.

6. Further Assurances. The Assignor shall provide the Assignee, its successors, assigns or other legal representatives, cooperation and assistance at the Assignee's reasonable request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any applications for patents or registration of the intellectual property assigned pursuant to this Assignment; (2) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the intellectual property assigned pursuant to this Assignment; and (3) in the implementation or perfection of this Assignment. The Assignor agrees that it/he shall not assist or encourage, through action or inaction, any challenge to the validity, enforceability or ownership of the intellectual property assigned hereby.

7. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Virginia, without regards to any conflicts of laws provisions to the contrary.

IN WITNESS WHEREOF, we have hereunto set our hands and seal.

For ASSIGNOR, SEALEZE CORPORATION:

BY: [Signature]  
Printed Name: OLIN V. HYDE  
Title: PRESIDENT

State of Virginia  
: SS

City of County )  
Richmond

This instrument was acknowledged before me on 9<sup>th</sup> day of February, 1999, by before me appeared Olin V. Hyde to me personally known, who, being by me duly sworn, did say that he is President of Sealeze Corporation and that said instrument was signed on behalf of said corporation by authority of the Board of Directors.

[Seal]

[Signature]  
Notary Public, State of Virginia  
My commission 7/31/2001

For ASSIGNOR, OLIN HYDE

[Signature]

Signature

State of Virginia  
: SS

City of County )  
Richmond

Signed or attested before me on February 9, 1999 by Olin V. Hyde.

[Seal]

[Signature]  
Notary Public, State of Virginia  
My commission 7/31/2001

For ASSIGNEE, JASON INCORPORATED:

BY Mark Train  
Printed Name:  
Title:

State of Virginia  
: SS  
City of Richmond  
(County)

On this 9th day of February, 1999, before me appeared Mark Train to me personally known, who, being by me duly sworn, did say that he is President of Jason Incorporated and that said instrument was signed on behalf of said corporation by authority of the Board of Directors.

[Seal]

Theresa K. Lewis  
Notary Public, State of Virginia  
My commission 7/31/2001