

*MMW*  
**3-5-99**

03-12-1999



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Docket No.:

19062.980266

Tab settings

To the Honorable Commissioner of Patents

attached original documents or copy thereof.

1. Name of conveying party(ies):

**Roberts-Gordon, Inc.**

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

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

3. Nature of conveyance:

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

Execution Date: **March 1, 1999 (effective date 1-31-99)**

2. Name and address of receiving party(ies):

Name: **Roberts-Gordon LLC**

Internal Address: **P.O. Box 44**

Street Address: **1250 William St.**

City: **Buffalo** State: **NY** ZIP: **14206**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other **Delaware limited liability company**

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

815870      826409      1462700

Additional numbers attached?  Yes  No

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

Name: **Anne F. Downey, Esq.**

Internal Address: **Jaeckle Fleischmann & Mugel, LLP**

**800 Fleet Building**

Street Address: **12 Fountain Plaza**

City: **Buffalo** State: **NY** ZIP: **14202**

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

8

7. Total fee (37 CFR 3.41):.....\$ **\$215.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

**10-0223 if deficiency in check**

03/10/1999 DC0ATES 00000025 815870

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40.00 OP  
175.00 OP

01 FC:481  
02 FC:482

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.

**Anne F. Downey, Esq.**

Name of Person Signing

*Anne F. Downey*  
Signature

3-2-99

Date

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

5

**ATTACHMENT TO TRADEMARK COVER SHEET**

**US Trademark Registrations**  
**Assigned from Roberts-Gordon, Inc. to Roberts-Gordon LLC**

The following registrations are in addition to the three registrations listed on the cover sheet:

1662388  
1868163  
2032114  
2084038  
2200406

**ASSIGNMENT OF INTELLECTUAL PROPERTIES**

**THIS ASSIGNMENT** dated as of January 31, 1999 given by **ROBERTS-GORDON, INC.**, a Delaware corporation having its principal place of business at P.O. Box 44, 1250 William Street, Buffalo, NY 14206-0044 ("Assignor"), to **ROBERTS-GORDON LLC**, a Delaware limited liability company having its principal place of business at P.O. Box 44, 1250 William Street, Buffalo, NY 14206-0044 ("Assignee").

**WHEREAS**, Assignor has sold substantially all of its assets to Assignee; and

**WHEREAS**, said assets included all intellectual properties of Assignor;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers and assigns unto Assignee all of its right, title and interest in and to the following assets: all of Assignor's intellectual properties (the "Intellectual Properties"), including without limitation those items listed on the Exhibit hereto, and Assignor's copyrights, the right to secure copyright registrations and renewals thereof, Assignor's trade secrets and trade names, Assignor's trademarks, the goodwill of Assignor's business in connection with which the trademarks are used and which is symbolized by the trademarks, Assignor's patents and patent applications, and any reissues, continuations or extensions thereof, and the right to sue for past, present or future infringements of any of the Intellectual Properties and to recover damages and other amounts related thereto.

**TO HAVE AND TO HOLD** the same unto the said Assignee, its successors and assigns, forever.

This assignment is made in accordance with and is subject to the terms and provisions of a certain Assignment and Assumption Agreement dated as of January 31, 1999.

Assignor agrees, at the request of Assignee, to execute all further documents and take all further actions as necessary to more fully vest Assignor's right, title and interest in and to

the Intellectual Properties in Assignee and to more fully evidence the rights of Assignee hereunder.

ROBERTS-GORDON, INC.

By: *[Signature]*  
Executive Vice President

ROBERTS-GORDON LLC

By: *[Signature]*  
Member

STATE OF NEW YORK )  
  )        ss.  
COUNTY OF ERIE        )

On the 15 day of March in the year 1999 before me, the undersigned, a notary public in and for said state, personally appeared James S. Lewis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

*[Signature]*  
Notary Public

STATE OF NEW YORK )  
  )        ss.  
COUNTY OF ERIE        )

Notary Public  
My Commission Expires April 24, 2000  
333

On the 15 day of March in the year 1999 before me, the undersigned, a notary public in and for said state, personally appeared Paul A. Dines, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

*[Signature]*  
Notary Public

Notary Public  
My Commission Expires April 24, 2000  
333

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**EXHIBIT**

**US Trademark Registrations**  
**Assigned from Roberts-Gordon, Inc. to Roberts-Gordon LLC**

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
CO-RAY-VAC	815870	9-27-66
GORDON-RAY	826409	3-28-67
VANTAGE	1462700	10-27-87
ECONOVAC	1662388	10-29-91
TYKRON	1868163	12-20-94
ROBERTS GORDON	2032114	1-21-97
ENERGYTUBE	2084038	7-29-97
CARIBE	2200406	10-27-98

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