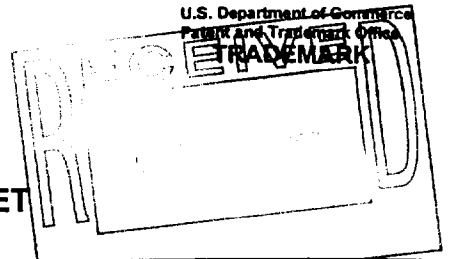


05-27-1999



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
07221997

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

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FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 50.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 001903 FRAME: 0167

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1790283"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1793575"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1792502"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Allison Z. Gifford

May 17, 1999

Name of Person Signing

Signature

Date Signed

TRADEMARK AND PATENT ASSIGNMENT

TRADEMARK AND PATENT ASSIGNMENT (this "Assignment") effective as of July ~~21~~, 1997, by VICTAULIC COMPANY OF AMERICA, a New Jersey corporation (the "Assignor"), to and in favor of SIMKAR CORPORATION, a Delaware corporation (the "Assignee").

R E C I T A L S :

WHEREAS, Assignor has adopted, used and is using the registered trademarks listed on Schedule I attached hereto (the "Marks"); and

WHEREAS, Assignor has adopted and is using the patents listed on Schedule II attached hereto (the "Patents") (the Patents and the Marks are collectively referred to herein as the "Intellectual Products"); and

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement (the "Agreement") dated as of July 1, 1997, pursuant to which Assignor has agreed to transfer all right, title and interest in, to and under the Intellectual Products to Assignee everywhere in the world where Assignor owns rights therein.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) paid by Assignee to Assignor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, subject to the terms and conditions contained in the Agreement, the parties hereto agree as follows:

1. Assignor hereby assigns, conveys and transfers unto Assignee, its successors and assigns, free and clear of all liens, claims, encumbrances, security interests, liabilities, obligations, charges and equities, all of Assignor's right, title and interest in, to and under the Intellectual Products, including any and all common law rights, together with the goodwill of the business symbolized thereby, and any and all registrations and applications for registration thereof that are or may be secured in the United States or in any other jurisdiction, foreign or domestic, as well as any and all rights to damages or profits due or accrued or arising out of infringement of the Intellectual Products or injury to said goodwill, together with the right to sue for and recover the same and all of the rights and proceeds of Assignor as licensor of the Intellectual Products under any and all agreements or otherwise.

2. At any time and from time to time after the date hereof, upon

the request of Assignee, Assignor agrees to execute, acknowledge and deliver any and all such further assurances, assignments, transfers, conveyances, powers-of-attorney, and other instruments and documents, and take such other actions deemed by Assignee, in good faith, to be necessary or appropriate to effectuate or document the assignments to Assignee set forth herein and Assignee's rights hereunder and ownership of the Intellectual Products.

3. Assignor hereby irrevocably appoints Assignee and its successors and assigns as Assignor's attorney-in-fact, with full power of substitution in the name and stead of Assignor or Assignee, for the benefit of Assignee and its successors and assigns to, from time to time, do any and all such acts and things which Assignee may request Assignor to do in accordance with this Assignment. Assignor hereby declares that the appointment made and the powers granted hereby are coupled with an interest.

4. This Assignment shall be binding upon and shall inure to the benefit of Assignor, Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered by an officer thereunto duly authorized, as of the date first above written.

ASSIGNOR:

VICTAULIC COMPANY OF
AMERICA


By: 

Joseph Trachtenberg,
Chairman-Chief Executive Officer

NOTARIAL CERTIFICATE

STATE OF PENNSYLVANIA)
) ss:
COUNTY OF NORTHAMPTON)

On the 22nd day of July, 1997, before me personally came Joseph M. Trachtenberg to me known, who being by me duly sworn did depose and say that he resides at Clinton, N.J. and that he is Chairman of the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.



Notary Public

NOTARIAL SEAL
CARL SELMASSKA, Notary Public
Easton, Northampton County
My Commission Expires Dec. 31, 1998

[NOTARIAL SEAL]

SCHEDULE I

MARKS

1. Although Power Products is not a formally registered trademark, we believe that formal trademark protection of this name is unnecessary (the fictitious name "Power Products Co." was registered by Simkar in the state of Pennsylvania on 12/6/65).
2. Trademark Principal Registers for Vand Gard and Ultratensity.
3. SIMKAR trademark (Canada)
4. SIMKAR trademark (U.S.A.)
5. PARA-SPEC trademark (U.S.A.)
6. TRADEMAN'S CHOICE trademark (U.S.A.)
7. VANGARD trademark
8. ULTRATENSITY trademark

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SCHEDULE II

PATENTS

See Exhibit E to the Agreement, Covenant Not to Sue and Option to Purchase, dated July 22, 1997, between Victaulic Company of America and Simkar Corporation.

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1/97 CIW:vh1