

08-11-1999

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To the Honorable Commissioner of

101114716

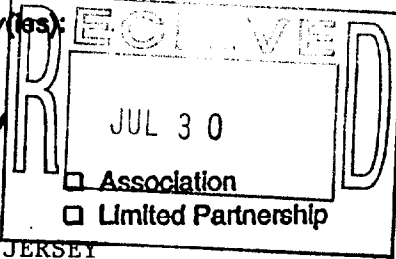
the attached original documents or copy thereof.

1. Name of conveying party(ies):

K-MEDIC, INC.

MD 7-30-99

- Individual(s)
- General Partnership
- Corporation-State NEW JERSEY
- Other



2. Name and address of receiving party(ies)

Name: PILLING WECK, INCORPORATED

Internal Address: P.O. BOX 12600

Street Address: ONE WECK DRIVE

City: RESEARCH TRIANGLE PARK State: NC ZIP: 27709

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

If assignee is not domiciled in the United States, a domestic representative designator is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

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

3. Nature of conveyance:

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

Execution Date: JUNE 2, 1999

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

A. Trademark Application No.(s)

SEE ATTACHED SCHEDULE A

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE A

Additional numbers attached? Yes No

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

Name: GLENN A. GUNDERSEN

Internal Address:

DECHERT PRICE & RHOADS

4000 BELL ATLANTIC TOWER

Street Address: 1717 ARCH STREET

City: PHILADELPHIA State: PA ZIP: 19103

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

04-0475

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

08/10/1999 HIRSH 00000031 040475 2137433

DO NOT USE THIS SPACE

01 FC:481 40.00 CH
02 FC:482 100.00 CH

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.

GLENN A. GUNDERSEN
Name of Person Signing

Signature

7/30/99
Date

Total number of pages including cover sheet, attachments, and document: 4

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

SCHEDULE A

K-MEDIC, INC.

U.S. Trademarks

Registrations:

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
SMARTRACK	2,157,435	5/12/98
KMEDIC (stylized)	1,965,338	4/2/96
KMEDIC (stylized)	1,966,576	4/9/96
K-MEDIC (stylized)	1,940,595	12/12/95

Applications:

<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>
CLEANPUNCH	75/708,636	May 18, 1999

ASSIGNMENT OF TRADEMARKS

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF PHILADELPHIA :

WHEREAS K-Medic Inc. ("Assignor"), a New Jersey corporation with offices at 190 Veterans Drive, Northvale, NJ 07647, has adopted, used and is using the trademarks shown in Schedule A hereto in its business;

AND WHEREAS Pilling Weck Incorporated ("Assignee"), a Delaware corporation with offices at One Weck Drive, P.O. Box 12600, Research Triangle Park, North Carolina 27709, has on this date acquired from Assignor certain assets and property used in Assignor's business and is desirous of acquiring the trademarks shown in Schedule A hereto and any other trademarks, service marks and trade names used in such business (collectively, the "Trademarks"), the registrations of the Trademarks shown in Schedule A and any other registrations and applications for registration of the Trademarks, and the goodwill of the business symbolized by the Trademarks.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Assignor hereby sells, assigns and transfers to Assignee effective as of the close of business on May 28, 1999 all right, title and interest in and to the Trademarks, together with the registrations of the Trademarks shown in Schedule A, any other registrations and applications for registration of the Trademarks, in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto and in and to all rights of action arising from the Trademarks, all claims for damages by reason of past, present and future infringement of the Trademarks and the right to sue and collect damages for such infringement, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made, and the goodwill of the business symbolized by the Trademarks.

Dated: June 2, 1999

K-MEDIC, INC.

By *Helmut Kapczynski*
Helmut Kapczynski
President and Chief Executive Officer

Subscribed and sworn to
before me on June 2, 1999.

Kay Hurewitz
Notary Public

NOTARIAL SEAL
KAY HUREWITZ, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Jan. 24, 2000

SCHEDULE A

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