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08-05-1999

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U.S. Patent & TMOfc/TM Mail Rcpt Dt. #40

RECORD



HEET

8.5.99

101118192

ATTY. DOCKET NO. 2376/1, 2, 3, 4, 5, 6, 7

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

1. Name of conveying part(ies)
HPD International, Inc.

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - Wisconsin
- Other limited liability company

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

3. Nature of Conveyance:

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

Effective Date July 30, 1999

2. Name and address of receiving party(ies)

Name: United Dominion Industries, Inc.

Internal Address: Same as Street Address

Street Address: 2300 One First Union Center

City/State/Zip: Charlotte, NC 28202-6039

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State Delaware

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 attached? Yes No

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

A. Trademark Application No.(s)

75/495,872
75/496,022

B. Trademark Registration No.(s)

1,928,655
2,051,150
2,189,046
2,246,556
2,239,541

Additional numbers attached? Yes No

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

Name: J. Scott Evans, Esq.
ADAMS LAW FIRM, P.A.
2180 Two First Union Plaza
301 S. Tryon St.
Charlotte, NC 28282

6. Total Number of applications and registrations involved: 7

7. Total Fee (37 C.F.R. 3.41) \$190.00

Enclosed

Authorized to be charged to deposit for deficiencies

8. Deposit Account No. 01-0265

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.

J. Scott Evans, Esq.

Name of Person Signing

Signature

8-3-99

Date


08/13/1999 BCDATES 00000060 75495872 Total number of pages including cover sheet, attachments, and document: 4

01 FC:481 40.00 DP
02 FC:482 150.00 DP

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Assistant Commissioner for Trademarks, Box Assignments, Washington, D.C. 20231 on: August 3, 1999. Date of Signature: August 3, 1999.

Signature: J. Scott Evans

SCHEDULE A

MARK	REG. NO./SER. NO.
TKO MIDDLEWEIGHT	2,239,541
TKO HEAVYWEIGHT	2,246,556
TKO + DESIGN 	2,189,046
PEST-ASIDE	1,928,655
TKO	2,051,150
TKO WELTERWEIGHT	75-496,022
TKO CRUISERWEIGHT	75-495,872

SHORT FORM ASSIGNMENT

WHEREAS, HPD International, Inc., a Wisconsin corporation, having a place of business at N56 W24701 N. Corporate Circle, Sussex, Wisconsin, 53089, U.S.A. (hereinafter "ASSIGNOR"), is the owner of all right, title and interest in and to the following trademarks listed on the accompanying Schedule A and all applications therefor and registrations resulting therefrom (hereinafter referred to "Trademarks"); and

WHEREAS, United Dominion Industries, Inc., a Delaware corporation, with an address at 2300 One First Union Center, Charlotte, North Carolina, 28202-6039 (hereinafter "ASSIGNEE") is desirous of acquiring the Trademarks and all applications therefor and registrations resulting therefrom, together with the good will of the business symbolized by said Trademarks; and

WHEREAS, ASSIGNOR and ASSIGNEE entered into an agreement entitled AGREEMENT FOR PURCHASE AND SALE OF ASSETS dated July 30, 1999 (hereinafter "Agreement"); and

WHEREAS, the Agreement assigns the Trademarks from ASSIGNOR to ASSIGNEE; and

WHEREAS, the parties desire to acknowledge and formalize said assignment of the Trademarks from ASSIGNOR to ASSIGNEE under the Agreement.

NOW, THEREFORE, for the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. ASSIGNOR does hereby assign, transfer, grant, convey and set over unto ASSIGNEE, its successors and assigns throughout the world, all of ASSIGNOR's right, title and interest in and to the Trademarks, and any applications therefor or registration resulting therefrom together with the goodwill of the business represented by said Trademarks.

2. The Effective Date of this assignment shall be July 30, 1999.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered as of this 30th day of July, 1999.

HPD INTERNATIONAL, INC.

By: [Signature]
Title: Pres.

AGREED AND ACCEPTED:

UNITED DOMINION INDUSTRIES, INC.

By: [Signature]
Title: Vice President & Secretary