

08-23-1999



**RECEIVED**

SHEET U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
AUG 18

a attached original documents or copy thereof.

To the Honorable Commission

101123697

1. Name of conveying party(ies):  
CBS Corporation (formerly known as Westinghouse Electric Corporation)

Individual(s) Association  
General Partnership Limited Partnership  
X Corporation-State PA  
Other

Additional name(s) of conveying party attached? Yes X No  
**8-18-99**

2. Name and address of receiving party(ies):  
Name: Westinghouse Government Environmental Services Company LLC  
Address: Law Department - IPS  
P.O. Box 355  
Pittsburgh, PA 15230-0355  
Street Address: 4350 Northern Pike  
Monroeville, PA 15146-3866

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 X No  
(Designations must be a separate document from Assignment)  
(ies Additional names & address(es) attached Yes X No

3. Nature of conveyance:  
X Assignment Merger  
Security Change of Name  
Other

Execution Date: 3/22/99

4. Application number(s) or registration number(s): - SEE ATTACHED SCHEDULE -  
A. Trademark Application No.(s) B. Trademark Registration No.(s)  
Additional numbers attached? Yes X No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Patricia Leshnock  
Address: Westinghouse Electric Company LLC  
Law Department - IPS  
P.O. Box 355  
Pittsburgh, PA 15222

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41)..... \$ 115.00  
Enclosed  
x Authorized to be charged to deposit account above fee and any additional fees

8. Deposit account number: 50-0947  
(Attach duplicate copy of this page if paying by deposit account)

08/20/1999 DC0ATES 00000150 500947 1833642  
01 FC:481 40.00 CH  
02 FC:482 75.00 CH

DO NOT USE THIS SPACE

115E

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.

Patricia Leshnock *Patricia Leshnock* 8/17/99  
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 1

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

<u>W.E. Case</u>	<u>Mark</u>	<u>Registration No.</u>
58,392	ANGLE-LOC	1,833,642
58,393	ENDURO-PAK	1,828,029

GESCO

IP0007JCV

GESCO

SCHEDULE A

U.S. TRADEMARK APPLICATIONS

<u>W.E. Case</u>	<u>Mark</u>	<u>Application No.</u>
58,977	MACROENCAPSEAL	75/195309

GESCO

ASSIGNMENT OF UNITED STATES TRADEMARKS

WHEREAS, CBS CORPORATION, formerly known as WESTINGHOUSE ELECTRIC CORPORATION, a Pennsylvania corporation having its principal offices in New York, New York ("ASSIGNOR") and WGNH Acquisition, LLC, a Delaware limited liability company ("WGNH"), have entered into an Asset Purchase Agreement, dated as of June 25, 1998 (the "Agreement"), pertaining to the sale by ASSIGNOR of certain of its assets (the "Acquired Assets" as defined in the Agreement) relating to the GESCO Businesses to WGNH; and

WHEREAS, WGNH, by that certain GESCO Assignment and Assumption Agreement among WGNH, Westinghouse Government Environmental Services Company LLC, a Delaware limited liability company having its principal offices in Pittsburgh, Pennsylvania ("WGES") and Westinghouse Government Services Company LLC, a Delaware limited liability company having its principal offices in Pittsburgh, Pennsylvania ("WGS") (the "GESCO Assumption Agreement"), of even date herewith, desires the U.S. trademarks, service marks, trade names, slogans, corporate names, and corporate nick names or initialisms, whether registered, subject of a pending application for registration, or unregistered, within the Acquired Assets that (i) are primarily used or held for use in, or that primarily relate to or arise out of the conduct of the Safe Sites, WIPP, Anniston, Government Technical Services Division and West Valley Contracts and operations related thereto, as such contracts are defined in the GESCO Assumption Agreement, or (ii) are not assigned to WGS under a corresponding trademark assignment being executed contemporaneously herewith (the "U.S. Trademarks") to be directly assigned from ASSIGNOR to WGES.

NOW, THEREFORE, pursuant to the Agreement, ASSIGNOR hereby distributes, assigns and transfers to WGES, its successors and assigns, its entire right, title and interest in and to the U.S. Trademarks, including the trademark registrations and trademark applications, service mark registrations and service mark applications as identified in Schedule A attached hereto, together with the goodwill of the business in which the U.S. Trademarks are used, along with any and all rights of enforcement with respect thereto, including all rights to sue or recover for the past infringement thereof.

This Assignment shall not operate to assign, sell, transfer or deliver any Acquired Assets or any claim, right or benefit arising thereunder or resulting therefrom if such assignment, sale, transfer or delivery thereof, without the consent of a third party (where such consent has not been previously obtained), would constitute a breach or default thereof or a violation of applicable law.

The respective rights of ASSIGNOR, on the one hand, and WGES, on the other hand, with respect to the Acquired Assets sold, conveyed, transferred, assigned and delivered hereby shall be governed by the Agreement.

Nothing in this Assignment shall be construed to be a modification of, or limitation on, any provision of the Agreement, including the representations and warranties set forth therein and the obligations of WGES pursuant to the terms thereof. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Agreement, the terms of the Agreement shall govern.

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be executed by its duly authorized representative on this 22 day of March, 1999.

**CBS CORPORATION**

By: Robert G. Freedline  
Name: Robert G. Freedline  
Title: Vice-President and Controller

County of New York: )  
State of New York : )

Witnessed before me this  
22 day of March, 1999

Colin O'Connor  
Notary Public  
COLIN OCONNOR  
NOTARY PUBLIC, State of New York  
No. 01006013691  
Qualified in Suffolk County  
Commission Expires Sept. 28, 2000

C O M M O N W E A L T H O F P E N N S Y L V A N I A

D E P A R T M E N T O F S T A T E

AUGUST 04, 1999

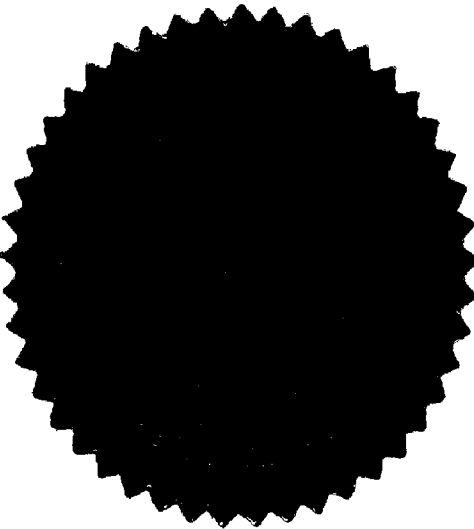
TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

CBS CORPORATION

I, Kim Pizzingrilli, Secretary of the Commonwealth of Pennsylvania do hereby certify that the foregoing and annexed is a true and correct photocopy of Articles of Amendment

which appear of record in this department

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.



*Kim Pizzingrilli*  
Secretary of the Commonwealth

DBOH

**TRADEMARK**  
**REEL: 001946 FRAME: 0587**

07-1-155

73517

**CONSENT TO USE OF SIMILAR NAME**  
DSCR:17.3 (Rev 98)

Pursuant to 19 Pa. Code § 17.3 (relating to use of a confusingly similar name) the undersigned association, desiring to consent to the use by another association of a name which is confusingly similar to its name, hereby certifies that:

1. The name of the association executing this Consent to Use of Similar Name is: CBS Inc.

2. The (a) address of this association's current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a)	Number and Street	City	State	Zip	County
(b) c/o:	The Prentice-Hall Corporation System, Inc.			New York	
	Name of Commercial Registered Office Provider				County

For an association represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the association is located for venue and official publication purposes.

3. The date of its incorporation or other organization is: January 27, 1927

4. The statute under which it was incorporated or otherwise organized is: Business Corporation Law of the State of New York

5. The association(s) entitled to the benefit of this Consent to Use of Similar Name is (are):  
Westinghouse Electric Corporation which intends to change its name to CBS Corporation

6. A check in this box:  indicates that the association executing this Consent to Use of Similar Name is the parent or prime affiliate of a group of associations using the same name with geographic or other designations, and that such association is authorized to and does hereby act on behalf of all such affiliated associations, including the following (see 19 Pa. Code § 17.3 (c) (6)):

IN TESTIMONY WHEREOF, the undersigned association has caused this consent to be signed by a duly authorized officer thereof this 18th day of November, 1997.

CBS Inc.  
(Name of Association)  
BY: [Signature]  
(Signature) Claudia E. Mort  
TITLE: Vice President and Treasurer

9784-1544

NOV 18 1997

Microfilm Number \_\_\_\_\_

Filed with the Department of State on \_\_\_\_\_

Entity Number 0386973

*[Signature]*  
Secretary of the Commonwealth

ARTICLES OF AMENDMENT-DOMESTIC BUSINESS CORPORATION  
DSCR:15-1915 (Rev 90)

In compliance with the requirements of 15 Pa.C.S. § 1915 (relating to articles of amendment), the undersigned business corporation, desiring to amend its Articles, hereby states that:

1. The name of the corporation is: Westinghouse Electric Corporation

2. The (a) address of this corporation's current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue in (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) \_\_\_\_\_  
Number and Street City State Zip County

(b) CT Corporation System Allegheny  
Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

3. The statute by or under which it was incorporated is: Special Act of the General Assembly approved April 9, 1872

4. The date of its incorporation is: April 9, 1872

5. (Check, and if appropriate complete, one of the following):

\_\_\_ The amendment shall be effective upon filing these Articles of Amendment in the Department of State.

The amendment shall be effective on December 1, 1997 at 12:01 AM  
Date Hour

6. (Check one of the following):

\_\_\_ The amendment was adopted by the shareholders (or members) pursuant to 15 Pa.C.S. § 1914(a) and (b).

The amendment was adopted by the board of directors pursuant to 15 Pa.C.S. § 1914(c).

7. (Check, and if appropriate complete, one of the following):

\_\_\_ The amendment adopted by the corporation, set forth in full, is as follows:

PA DEPT. OF STATE

NOV 18 1997

(PA-1427-109993)



9708-1545

DSCB: 15-1915 (Rev 90)-2

The amendment adopted by the corporation as set forth in full in Exhibit A attached hereto and made a part hereof.

The restated Articles of Incorporation supersede the original Articles and all amendments thereto.

IN TESTIMONY WHEREOF, the undersigned corporation has caused these Articles of Amendment to be signed by a duly authorized officer thereof this 18th day of November, 19 97.

Westinghouse Electric Corporation

(Name of Corporation)

BY: Angeline C. Straka  
Angeline C. Straka (Signature)

TITLE: Vice President, Secretary and  
Associate General Counsel

SENT BY:CT SYSTEM/PITTSBURGH :11-18-97 : 13:52 :CT SYSTEM,PITTSBURGH-

CT HARRISBURG: 4/14

9784-1546

**EXHIBIT A**

RESOLVED, that Article FIRST of the Restated Articles of Incorporation of the Company is hereby amended and restated in its entirety to read as follows: The name of the corporation (hereinafter called the "Company") is CBS Corporation.