11-22-1999



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office
Atty. Docket No. 3694-005
ents or copy thereof.

To the Assistant Commissioner for Trad 10117	ginal documents or copy thereof.
Name of conveying party(ies):	2. Name and address of receiving partyles.
Arrow International, Inc.	Name: Detroit Tool Metal Products, Inc.
☐ Individual(s) ☐ Association	
General Partnership Limited Partnership	Internal Address:
	Street Address: 441 West Elim Street
Other:	City: Lebanon State: MQ Zip: 65536
Additional name(s) of conveying party(ies) attached?	
3. Nature of conveyance:	☐ Individual citizenship ☐ Association
	General Partnership
☐ Assignment ☐ Merger	Limited Partnership
☐ Security Agreement ☐ Change of Name	☐ Corporation-State MO
	Other
residence and incorporation listed on original assignment	If assignee is not domiciled in the United States, a domestic
recordation cover sheet	representative designation is attached: Yes No (Designations must be a separate document from Assignment)
	Additional name(s) & address(es) attached?   Yes   No
Execution Date: December 29, 1997	
4. Application number(s) or registration numbers(s):	
A. Trademark Application No.(s)	B. Trademark Registration No.(s)
· · · · · · · · · · · · · · · · · · ·	1,118,646; 1,120,880
Additional numbers a	ttached? ☐ Yes ⊠ No
Name and address of party to whom correspondence	6. Total number of applications and
concerning document should be mailed:	registrations involved:2
Name: RHODES & MASON, P.L.L.C.	registrations involved
,	7. Total fee (37 CFR 3.41): \$65.00
Internal Address: Post Office Box 2974	⊠ Enclosed
Greensboro, NC 27402	☐ Authorized to be charged to deposit account
	Authorized to be charged to deposit decount
4000 First Union Tower	Deposit account number:
Street Address: 1600 First Union Tower	18-1164
300 N. Greene Street	10-1104
	the state of the same if nating by deposit account)
City: Greensboro State: NC Zip: 27401	(Attach duplicate of this page if paying by deposit account)
18/1999 NTNOT1 00000079 1118646	
40.60 00 DO NOT US	E THIS SPACE
FG.465 Statement and signature.	
To the best of my knowledge and belief, the foregoing i	nformation is true and correct and any attached copy is a true
copy of the original document.	•
Donna Cottelli	w Cottelli 8-12-99
75000	Signature Date
14dille of Lordon Signing	r sheet, attachments, and document: /3

Mail documents to be recorded with required cover sheet information to:

MAD	3-1	72	98.
-----	-----	----	-----

Form PTO-1594

03-25-1998	

т.		1100	norable	· ( · ~ ~	
10	me		1(1) (20) 11 (1)		11 1112

o the Honorable Commis:  1. Name of conveying party(les). Arrow International, Inc.	Patent and Trademark Office MAR 2 3 1998  e record the att RECEIFFORGE doorgrapts or copy thereof  2. Name and address of receiving party(ies):  Name: Detroit Tool Metal Products Co.  Internal Address:
Individual(s) Association General Partnership Limited Partnership X Corporation-State Pennsylvania Other Additional name(s) of conveying party(ies) attached? X No  3. Nature of Conveyance: X Assignment Merger Security Agreement Change of Name Other	Street Address: 441 West Elm Street  City: Lebanon State: NC Zip: 65536  Individual(s) citizenship:
December 29, 1997  Execution Date:  4. Application number(s) or patent number(s):  A. Trademark Application No.(s):	If assignee is not domiciled in the U.S., a
5. Name and address of party to whom correspondence concerning document should be mailed:  Name: DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP Internal Address: Attv. Dkt.: D5200.021  Attn: Donald A. Gregory  Street Address: 2101 L Street. N.W.  City: Washington State: D C Zip: 20037-1526	6. Total number of applications and registrations involved: 2  7. Total fee (37 CFR 3.41) \$65.00  X Enclosed  Authorized to be charged to deposit account  8. Deposit account number: 04-1073
9. Statement and signature.  To the best of my knowledge and belief, the foregoing inform of the original document.  Donald A. Gregory Name of Person Signing Reg. No. 28,954  Total number of pages including cover sheet, attachments, a	AllS SPACE  The analysis of the second secon

Page 1 of 1

**REEL: 001961 FRAME: 0734** 

**ASSIGNMENT** 

WHEREAS, ARROW INTERNATIONAL, INC., a Pennsylvania corporation, having a

principal place of business at 2400 Bernville Road, Reading, Pennsylvania 19605 (hereinafter the

"Assignor"), is the owner of the trademarks "Mirrotex" and "Arrow" and certain registrations, both

in the United States and foreign countries relating thereto, all of which are set forth in the Appendix

hereto and are referred to as the "Trademarks"; and

WHEREAS, Assignor agreed pursuant to paragraph 9 of a trademark license agreement

(hereinafter "the APE Trademark Agreement") dated July 23, 1990 by and between Assignor and

Arrow Precision Elements, Inc., a North Carolina corporation (hereinafter "APE"), to assign said

Trademarks to APE, only as said Trademarks pertain to textile products other than textile flat parts.

upon satisfaction of all of the obligations of both APE and Fred J. Potter Company (hereinafter

"Potter") to Arrow Precision Products, Inc., a Pennsylvania corporation (hereinafter "Precision"),

as provided in an Asset Purchase Agreement dated July 23, 1990 by and among Precision, Potter,

APE, and Louis F.M. Hertzog (hereinafter the "Asset Purchase Agreement"); and

WHEREAS, Assignor agreed pursuant to paragraph 9 of a trademark license agreement

(hereinafter the "Potter Trademark Agreement") dated July 23, 1990 by and between Assignor and

Potter to assign said Trademarks to Potter, only as said Trademarks pertain to textile flat parts, upon

satisfaction of all of the obligations of both Potter and APE to Precision as provided in the Asset

Purchase Agreement; and

100811/0007-31483-1

December 23, 1997 (2:23pm)

::ODMA\SOFTSOL\311\SOFTSOL\31483\0

WHEREAS, Assignor did assign said Trademarks to APE, only as said Trademarks pertained

to textile products other than textile flat parts, by Assignment dated September 25, 1995; and

Assignor did also assign said Trademarks to Potter, only as said Trademarks pertained to textile flat

parts, by Assignment dated September 25, 1995 (the aforesaid assignments hereinafter collectively

the "Prior Assignments"); and

WHEREAS, Detroit Tool Metal Products Co., a Missouri corporation, having a place of

business at 441 West Elm Street, Lebanon, Missouri 65536 (hereinafter the "Assignee"), did, prior

to September 25, 1995, purchase substantially all of the assets of both Potter and APE, and,

accordingly, was, as of September 25, 1995, the successor in interest to both Potter's rights under

the Potter Trademark Agreement and APE's rights under the APE Trademark Agreement.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the said

Assignor, INTENDING TO BE LEGALLY BOUND HEREBY, does hereby assign unto said

Assignee, munc pro tunc as of September 25, 1995, the entire right, title and interest in and to the

Trademarks only as said Trademarks pertain to textile products, including the right to use and file for

registration of the Trademarks only for textile products in other countries, together with the good will

of the business appurtenant to and symbolized by said Trademarks only as pertains to textile products.

AND, Assignor believes that, subject to the Prior Assignments, it has the full right to convey

the interest in the Trademarks herein assigned as said Trademarks pertain to textile products only.

and covenants that, except for the Prior Assignments, it has not executed and will not execute any

agreements in conflict herewith, and Assignor further covenants and agrees that it will, each time

2

100811/0007-31483-1

requests are made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said Trademarks only for textile products of said Assignee.

SEALED and signed at Reading, Berks County, Pennsylvania as of the 29th day of

December , 1997

ARROW INTERNATIONAL, INC.

By

(Vige) Preside

Attest:

DETROIT TOOL METAL PRODUCTS CO.

By:

(Vice) President

Attest:

(Assistant) Secretary

3

COMMONWEALTH OF PENNSYLVANIA	:	
	:	SS.
COUNTY OF BERKS	:	

On this, the Agth day of DECEMBER, 1997, before me, MHURFEN C. ZIELASIONS the undersigned officer, personally appeared JOHN H. BRONDBENT, VR., who acknowledged himself to be the VICE PRESIDENT of Arrow International, Inc., a corporation, and that he as such VICE PRESIDENT, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as VICE PRESIDENT.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

auren O. Zielaskruski

Notarial Seal Maureen C. Zielaskowski, Notary Public Bern Twp., Berks County My Commission Expires July 27, 1999

STATE OF Missour	· <u>,                                     </u>
COUNTY OF Laclede	: <b>SS</b> .
the <u>fresident</u> as such <u>fresident</u> for the purposes therein con <u>fresident</u>	of <u>December</u> , 1997, before me, <u>Nita M. Bechtel</u> , the appeared <u>Bradley B. Morgan</u> , who acknowledged himself to be of Detroit Tool Metal Products Co., a corporation, and that he being authorized to do so, executed the foregoing instrument intained by signing the name of the corporation by himself as EOF, I hereunto set my hand and official seal.
	Add M. Becktel
	Notary Public
	My Commission Expires:
	POTA IA BEOFFEL  Newsy Police - Recey Geal  STATE OF block Out is  Campen County  My Commission for Low Jan. 2, 5659

## TRADEMARKS REGISTERED BY ARROW PRECISION PRODUCTS, INC. OR ARROW INTERNATIONAL, INC. FOR TEXTILE PRODUCTS

A. The trademark "MIRROTEX" has been registered in the United States as Registration No. 1118646 on 54/22/79.

B. The trademark "ARROW" has been registered as follows:

	COUNTRY	REGISTRATION NO.	<u>DATE</u>
	Benelux	354596	08/24/78
Reg. User	Canada	296364 (Combined Med. & Textile)	10/26/84
	Denmark	238979	08/17/79
	France	1239862 (Combined Med. & Textile)	06/30/83
	Germany	1007549	09/01/78
Reg. User	Great Britain	1100320	03/05/81
	Ireland	94954	11/17/82
	Italy	364989	08/26/85
	Norway	112378	11/18/82
	Switzerland	295893	08/08/78
	United States	1120880	06/26/79

#### **APPENDIX**

6

**ASSIGNMENT** 

WHEREAS, ARROW INTERNATIONAL, INC., a Pennsylvania corporation, having a

principal place of business at 2400 Bernville Road, Reading, Pennsylvania 19605 (hereinafter the

"Assignor"), is the owner of the trademarks "Mirrotex" and "Arrow" and certain registrations, both

in the United States and foreign countries relating thereto, all of which are set forth in the Appendix

hereto and are referred to as the "Trademarks"; and

WHEREAS. Assignor agreed pursuant to paragraph 9 of a trademark license agreement

(hereinafter "the APE Trademark Agreement") dated July 23, 1990 by and between Assignor and

Arrow Precision Elements, Inc., a North Carolina corporation (hereinafter "APE"), to assign said

Trademarks to APE, only as said Trademarks pertain to textile products other than textile flat parts,

upon satisfaction of all of the obligations of both APE and Fred J. Potter Company (hereinafter

"Potter") to Arrow Precision Products, Inc., a Pennsylvania corporation (hereinafter "Precision"),

as provided in an Asset Purchase Agreement dated July 23, 1990 by and among Precision, Potter,

APE, and Louis F.M. Hertzog (hereinafter the "Asset Purchase Agreement"); and

WHEREAS, Assignor agreed pursuant to paragraph 9 of a trademark license agreement

(hereinaster the "Potter Trademark Agreement") dated July 23, 1990 by and between Assignor and

Potter to assign said Trademarks to Potter, only as said Trademarks pertain to textile flat parts, upon

satisfaction of all of the obligations of both Potter and APE to Precision as provided in the Asset

Purchase Agreement; and

100811/0007-31483-1

December 23, 1997 (2:23pm)

::ODMA\SOFTSOL\311\SOFTSOL\31483\0

WHEREAS, Assignor did assign said Trademarks to APE, only as said Trademarks pertained

to textile products other than textile flat parts, by Assignment dated September 25, 1995; and

Assignor did also assign said Trademarks to Potter, only as said Trademarks pertained to textile flat

parts, by Assignment dated September 25, 1995 (the aforesaid assignments hereinafter collectively

the "Prior Assignments"); and

WHEREAS, Detroit Tool Metal Products Co., a Missouri corporation, having a place of

business at 441 West Elm Street, Lebanon, Missouri 65536 (hereinafter the "Assignee"), did, prior

to September 25, 1995, purchase substantially all of the assets of both Potter and APE, and,

accordingly, was, as of September 25, 1995, the successor in interest to both Potter's rights under

the Potter Trademark Agreement and APE's rights under the APE Trademark Agreement.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the said

Assignor, INTENDING TO BE LEGALLY BOUND HEREBY, does hereby assign unto said

Assignee, nunc pro tunc as of September 25, 1995, the entire right, title and interest in and to the

Trademarks only as said Trademarks pertain to textile products, including the right to use and file for

registration of the Trademarks only for textile products in other countries, together with the good will

of the business appurtenant to and symbolized by said Trademarks only as pertains to textile products.

AND, Assignor believes that, subject to the Prior Assignments, it has the full right to convey

the interest in the Trademarks herein assigned as said Trademarks pertain to textile products only.

and covenants that, except for the Prior Assignments, it has not executed and will not execute any

agreements in conflict herewith, and Assignor further covenants and agrees that it will, each time

2

100811/0007-31483-1

requests are made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said Trademarks only for textile products of said Assignee.

SEALED and signed at Reading, Berks County, Pennsylvania as of the 29th day of

December , 1997

ARROW INTERNATIONAL, INC.

By:

(Vice) President

Attest:

DETROIT TOOL METAL PRODUCTS CO.

By:

(Vice) President

Attest:

(Assistant) Secretary

3

<b>COMMONWEALTH OF PEN</b>	NSYLVANIA
----------------------------	-----------

SS.

**COUNTY OF BERKS** 

On this, the 29 <sup>TH</sup> day of DECEMBER, 1997, before me, MAUREEN C. ZIELASMUSC the
undersigned officer, personally appeared Town H. BroadBENT, VR., who acknowledged himself to be
the VICE PRESIDENT of Arrow International, Inc., a corporation, and that he as such
VICE PRESIDENT, being authorized to do so, executed the foregoing instrument for the
purposes therein contained by signing the name of the corporation by himself a
VICE PRESIDENT
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Maureen C. Zielaskarski Notary Public

My Commission Expires:  $\sqrt{444}$  27,1998

Notarial Seal Maureen C. Zielaskowski, Notary Public Bern Twp., Berks County My Commission Expires July 27, 1999

STATE OF		
COUNTY OF _	Laclede	: <b>SS</b> .
for the purpose	es therein cont	December, 1997, before me, <u>Nifa M. Bechte/</u> , the peared <u>Bradle y B. Morgan</u> , who acknowledged himself to be of Detroit Tool Metal Products Co., a corporation, and that he being authorized to do so, executed the foregoing instrument ained by signing the name of the corporation by himself as DF, I hereunto set my hand and official seal.

My Commission Expires: 1/2/99

NITA M. BEORTEL Notary Public - Notary Sest STATE OF BRISSOURS Opmost County

My Commission facility data 2, 1999

# TRADEMARKS REGISTERED BY ARROW PRECISION PRODUCTS, INC. OR ARROW INTERNATIONAL, INC. FOR TEXTILE PRODUCTS

A. The trademark "MIRROTEX" has been registered in the United States as Registration No. 1118646 on 54/22/79.

B. The trademark "ARROW" has been registered as follows:

	COUNTRY	REGISTRATION NO.	<u>DATE</u>
	Benelux	354596	08/24/78
Reg. User	Canada	296364 (Combined Med. & Textile)	10/26/84
	Denmark	238979	08/17/79
	France	1239862 (Combined Med. & Textile)	06/30/83
	Germany	1007549	09/01/78
Reg. User	Great Britain	1100320	03/05/81
	Ireland	94954	11/17/82
	Italy	364989	08/26/85
	Norway	112378	11/18/82
	Switzerland	295893	08/08/78
	United States	1120880	06/26/79

### **APPENDIX**

6

100811/0007-31483-1



#### UNITED STATES DEPARTMENT OF COMMERCE Patent and Trademark Office

ASSISTANT SECRETARY AND COMMISSIONER OF PATENTS AND TRADEMARKS Washington, D.C. 20231

MAY 27, 1998

PTAS DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP DONALD A. GREGORY 2101 L STREET NW WASHINGTON, DC 20037-1526



DC

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE. ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 03/23/1998

REEL/FRAME: 1707/0516 NUMBER OF PAGES: 7

BRIEF: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

ASSIGNOR:

ARROW INTERNATIONAL, INC.

DOC DATE: 12/29/1997

CITIZENSHIP: PENNSYLVANIA

ENTITY: CORPORATION

ASSIGNEE:

DETROIT TOOL METAL PRODUCTS CO. 441 WEST ELM STREET LEBANON, NORTH CAROLINA 65536

CITIZENSHIP: NORTH CAROLINA

ENTITY: CORPORATION

APPLICATION NUMBER: 73161270 REGISTRATION NUMBER: 1118646 FILING DATE: 03/07/1978

ISSUE DATE: 05/22/1979

MARK: MIRROTEX

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

DE200 021/TOOL 18,1998

1707/0516 PAGE 2

APPLICATION NUMBER: 73161269
REGISTRATION NUMBER: 1120880

FILING DATE: 03/07/1978 ISSUE DATE: 06/26/1979

MARK: ARROW

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

ANNIE HARRELL, PARALEGAL ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS

**RECORDED: 08/16/1999**