

10-07-1999



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Plan
10/4/99

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
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
Sep. 10, 1999

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
Sep. 10, 1999

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

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.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

10/06/1999 MTHAI1 00000166 75216968

01 FC:481 40.00 OP
02 FC:482 150.00 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 Practices. 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: 001970 FRAME: 0454

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)

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.

TIM J. SCHMUCKAL

Tim J. Schmuckal

10/1/99

Name of Person Signing

Signature

Date Signed

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of this 10th day of September, 1999 ("Effective Date"), by and between Knowles Electronics, Inc., a Delaware corporation, with its principal office at 1151 Maplewood Drive, Itasca, Illinois ("Assignor"), and Knowles Electronics, LLC, a Delaware limited liability company, with its principal office at 1151 Maplewood Drive, Itasca, Illinois ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement dated as of August 30, 1999, pursuant to which Assignor has agreed to sell and Assignee has agreed to transfer substantially all of the assets, properties and rights pertaining to the business of Assignor;

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the United States trademark registrations and applications for registration identified and set forth on the Schedule of Trademarks, (collectively, the "Trademarks"), and the goodwill of the business associated therewith;

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Assignor hereby sells, assigns and transfers to Assignee, all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and Assignor's entire right, title and interest

in and to any and all claims and demands it may have, at law or in equity, for past infringement of the Trademarks.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed and executed by their respective duly authorized officers as of the dates noted below.

KNOWLES ELECTRONICS, INC.

By: 

Name Reg G. Garratt

Title: Chairman & CEO

Date: September 10, 1999

KNOWLES ELECTRONICS, LLC

By: 

Name: Reg G. Garratt

Title: Chairman & CEO

Date: September 10, 1999

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

On this 10th day of September, 1999, there appeared before me REG E
GARRATT, personally known to me, who acknowledged that he signed the
foregoing Assignment as his voluntary act and deed on behalf and with full authority of Knowles
Electronics, Inc.

(SEAL)



Carol M. Woody

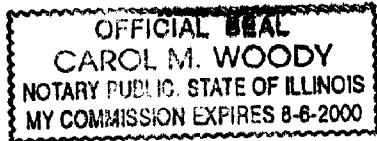
Notary Public

My Commission expires: AUG 6, 2000

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

On this 10th day of September, 1999, there appeared before me REG E
GARRATT, personally known to me, who acknowledged that he signed the foregoing
Assignment as his voluntary act and deed on behalf and with full authority of Knowles Electronics,
LLC.

(SEAL)



Carol M. Woody

Notary Public

My Commission expires: AUG 6, 2000

Trademark Registrations

COUNTRY	MARK	REG. NO.	REGISTERED
U.S.	K & Design	1,007,572	3/25/75
U.S.	KEMAR	1,020,978	9/23/75
U.S.	KNOWLES	743,319	1/8/63

KNOWLES ELECTRONICS, INC.

Trademark Applications

COUNTRY	MARK	APPL. NO.	FILED
U.S.	DELTEK	75-216,968	12/23/96
U.S.	DELTEK and design	75-216,785	12/23/96
U.S.	EMKAY	75-719,509	6/2/99
U.S.	EMKAY & DESIGN	75-719,508	6/2/99