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10-14-1999



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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101168679

Tab settings     10.12.99

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

1. Name of conveying party(ies):

DYNAMICS CORPORATION OF AMERICA  
475 Steamboat Road  
Stamford, CT 06830

- Individual(s)  Association
- General Partnership  Limited Partnership
- Corporation-State of New York
- Other \_\_\_\_\_

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

3. Nature of conveyance:

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

Execution Date: March 26, 1999

2. Name and address of receiving party(ies)

Name: MESTEK, INC.

Internal Address: \_\_\_\_\_

Street Address: 260 North Elm Street

City: Westfield State: MA ZIP: 01085

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State of Pennsylvania
- 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(es) attached?  Yes  No

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

A. Trademark Application No.(s)

75/556,283

B. Trademark Registration No.(s)

515,658

Additional numbers attached?  Yes  No

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

Name: Arthur F. Dionne, Esq.

Internal Address: \_\_\_\_\_

McCORMICK, PAULDING & HUBER LLP

Street Address: 1441 Main street

City: Springfield State: MA ZIP: 01103

6. Total number of applications and registrations involved: \_\_\_\_\_

9

7. Total fee (37 CFR 3.41).....\$240.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

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

10/13/1999 MTHA11 00000143 75556283

DO NOT USE THIS SPACE

01 FC:481 40.00 00  
02 FC:482 200.00 00

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.

Arthur F. Dionne

Name of Person Signing

Signature

10/6/99

Date

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

9

(No. 6006-75)

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments

**TRADEMARK**  
**REEL: 001974 FRAME: 0057**

RECORDATION FORM COVER SHEET ATTACHMENT

Trademark Registration Numbers:

623,040

633,150

643,580

752,113

920,683

990,879

1,419,055

## ASSIGNMENT OF TRADEMARK RIGHTS

WHEREAS, DYNAMICS CORPORATION OF AMERICA, a corporation organized and existing under the laws of the State of New York, by and through its Anemostat Products and Anemostat West Divisions (hereinafter referred to as "Assignor"), has adopted, used and exercised legitimate control over the use of, or has filed applications for registration of, the trademarks and service marks set forth on Exhibit A, which have been registered, or for which applications for registration have been submitted, with the applicable governmental ministries, departments or offices in the country stated in Exhibit A (said marks and applications therefor being hereinafter collectively referred to as the "Marks"); and

WHEREAS, MESTEK, INC. a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business at 260 North Elm Street, Westfield, Massachusetts, 01085 (hereinafter referred to as "Assignee"), has acquired as of the date hereof the entire right title and interest in and to the Marks and the registrations thereof, pursuant to that certain Asset Purchase Agreement between Assignor and Assignee dated March 18, 1999 (the "Agreement").

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, Assignor does hereby assign to Assignee all right, title and interest in and to the Marks, together with the good will of the business symbolized by the Marks.

Assignor represents and warrants that (a) Assignor is the owner of all right, title and interest in and to the Marks, (b) Assignor has all the requisite corporate power and authority to execute and deliver this Assignment and (c) in the event of a claim by any third party regarding the primacy of the Marks over any other trademarks, Assignor shall cooperate with Assignee, and provide documentation relating thereto, if any, to the extent reasonably necessary for Assignee to defend against such claims.

In the event of any inconsistency between the terms of the Agreement and the terms of this Assignment, the terms of the Agreement shall govern. This Assignment is subject to the terms and conditions set forth in the Agreement, and nothing herein shall be deemed to modify or diminish the representations, warranties, covenants and obligations of the parties thereunder. Each party hereto shall, on and after the date hereof, take such additional actions, and execute such additional documents and instruments, as may be reasonably requested by the other party in order to effectuate the provisions of this Assignment.

This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors, legal representatives and assigns as permitted under the Agreement. This Assignment may be executed in more than one counterpart, each of which shall be deemed an original but all of which together shall constitute one instrument.

Executed this 26th day of March, 1999 at Elkhart, Indiana.

DYNAMICS CORPORATION OF AMERICA

*Jeannine M. Davis*  
By: Jeannine M. Davis  
Vice President and Secretary

State of Indiana )  
                                  ) ss:  
County of Elkhart )

Before me, *KATHRYN J. DILL*, on this day personally appeared Jeannine M. Davis, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be the Vice President and Secretary of DYNAMICS CORPORATION OF AMERICA, and acknowledged to me that she executed said instrument for the purpose and consideration therein expressed and as the act of said corporation. Given under my hand and official seal this 26th day of March, 1999 A.D.

*Kathryn J. Dill*  
Notary Public  
My commission expires:

KATHRYN J. DILL  
NOTARY PUBLIC  
INDIANA

United States

Registered Trademarks

0389-0019      Registration No. 752,113 - Reg'd. July 2, 1963  
LINE DESIGN  
Class:      34  
Status:      Renewal due July 2, 2003

0389-0031      Registration No. 775,832 - Reg'd. August 25, 1964  
BLOCK DESIGN  
Class:      34  
Status:      Renewal due August 25, 2004

0389-0032      Registration No. 763,906 - Reg'd. January 28, 1964  
LINE DESIGN  
Class:      26  
Status:      Renewal due January 28, 2004

0389-0097      Registration No. 607,184 - Reg'd. June 14, 1955  
ANEMOSTAT  
Class:      Int. 6, 11  
Status:      Renewal due June 14, 2005

United States

Registered Trademarks - Continued

0389-0098      Registration No. 623,040 - Reg'd . March 13, 1956

ANEMOSTAT

Class:        Int. 11

Status:        Renewal due March 13, 2006

0389-0099      Registration No. 643,580 - Reg'd. April 2, 1957

ANEMOTHERM

Class:        26

Status:        Renewal due April 2, 2007

0389-0100      Registration No. 633,150 - Reg'd. June 17, 1958

ANEMOTHERM

Class:        34

Status:        Renewal due June 17, 2008

0389-0101      Registration No. 990,879 - Reg'd. August 13, 1974

ANEMOSTAT

Class:        Int. 11

Status:        Renewal due August 13, 2004

United States  
Reg. Trademarks Cont.

0389-0124      Registration No. 1,160,815 - Reg'd. July 14, 1981  
  
VARIFLEX  
  
Class:        11  
  
Status:        Renewal due July 14, 2001

0389-0148      Registration No. 1,419,055 - Reg'd. December 2, 1986  
  
ENVIROTRAK  
  
Class:        9  
  
Status:        Renewal due December 2, 2006

0389-0124      Registration No. 1,568,089- Reg'd. Nov. 28, 1989  
  
ANEMOTRAK  
  
Class:        9  
  
Status:        Renewal due November 23, 1999

1266-0001      Registration No. 932,241 - Reg'd. April 11, 1972  
  
M-V DESIGN  
  
Class:        11  
  
Status:        Renewal due April 11, 2002

United States  
Reg. Trademarks Cont.

1266-0002

Registration No. 515,658 - Reg'd. September 27, 1949

MULTI-VENT

Class: 11

Status: Renewal due September 27, 2009

1266-0003

Registration No. 920,683 - Reg'd. September 21, 1971

MULTI-VENT

Class: 11

Status: Renewal due September 21, 2001



**United States**

**Pending Trademark Application**

LO-SNAP

Filed 9/21/98

Serial No.: 75/556283

International Class: 006

**RECORDED: 10/12/1999**

**TRADEMARK  
REEL: 001974 FRAME: 0065**