

mm
102299

REC

10-27-1999



101181629

EET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings ▼

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

1. Name of conveying party(ies):

Pursell Industries, Inc.

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

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

2. Name and address of receiving party(ies)

Name: RLC Technologies, L.L.C.

Internal Address: P.O. Box 1187

Street Address: 203 West Fourth Street

City: Sylacauga State: AL ZIP: 35150

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Alabama
- 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

3. Nature of conveyance:

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

Execution Date: March 14, 1997

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

A. Trademark Application No.(s)

75/009,459
75/010,327

B. Trademark Registration No.(s)

1,912,112
2,038,995

Additional numbers attached? Yes No

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

Name: Theodore A. Breiner, Esquire

Internal Address: P.O. Box 19290

Street Address: 115 North Henry Street

City: Alexandria State: VA ZIP: 22320

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

02-3690

10/26/1999 KTHAI1 00000342 023690 75009459

DO NOT USE THIS SPACE

FC:481 40.00 CH
FB:482 Statement of Signatures

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.

Theodore A. Breiner
Name of Person Signing

Signature

October 22, 1999
Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 001979 FRAME: 0945

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of March 14, 1997, is from PURSELL INDUSTRIES, INC., an Alabama corporation ("Assignor"), to RLC TECHNOLOGIES, LLC, an Alabama limited liability company ("Assignee").

WITNESSETH:

WHEREAS, In connection with that certain Agreement and Plan of Reorganization, dated as of March 14, 1997 (the "Reorganization Agreement"), which Reorganization Agreement is incorporated herein by this reference for all purposes, Assignor has agreed to transfer to Assignee certain trademarks of Assignor, as more particularly described herein.

WHEREAS, In accordance with the Reorganization Agreement, Assignor desires to assign to Assignee all right, title and interest in and to the trademarks and related United States trademark registrations and pending applications identified on Appendix 1 attached hereto (collectively, the "Trademarks"), together with any and all goodwill of the business associated with the Trademarks;

WHEREAS, Assignee desires to acquire the Trademarks and all goodwill of the business associated therewith from Assignor; and

WHEREAS, Assignor and Assignee desire to confirm of record the assignment of the Trademarks to Assignee.

NOW, THEREFORE, for and in consideration of the foregoing recitals (which are part of this Assignment), \$10.00 in hand paid, the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor has adopted, used and is using the Trademarks and hereby assigns to Assignee all right, title and interest in and to the Trademarks worldwide, together with (i) the goodwill and the business symbolized by the Trademarks and (ii) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of the Trademarks.

2. Assignor further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Trademarks and all other rights hereby conveyed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective authorized representatives, all as of the day and year first above written.

ASSIGNOR:

PURSELL INDUSTRIES, INC.

By: Tim Purcell
TAYLOR PURSELL, President

Sworn to and subscribed before me this 14 day of MARCH, 1997.

Marlisa D. Spencer
Notary Public

[NOTARY SEAL]

My Commission Expires:
Notary Public, DeKalb County, Georgia
My Commission Expires March 6, 1998

APPROVED AND ACCEPTED BY:

ASSIGNEE:

RLC TECHNOLOGIES, LLC

By: James T. Purcell
JAMES T. PURSELL, Manager

Sworn to and subscribed before me this 14 day of MARCH 1997.

Marlisa D. Spencer
Notary Public

[NOTARY SEAL]

My Commission Expires:

Notary Public, DeKalb County, Georgia
My Commission Expires March 6, 1998

29131.0001.1*CADMSIS_DRUCKE\0039275.02
Rev. March 14, 1997

APPENDIX 1

<u>Trademark</u>	<u>Registration or Application No.</u>
GREEN - Color of Capsules (Blend)	75/009,459
GREEN - Color of Capsules (Bulk)	75/010,327
POLYON - European Trademark	CTM 142,430
POLYON - Australia	A597,845
POLYON - Canada	464,154
POLYON - Japan	JR3,046,518
POLYON - United Kingdom	UKR1,539,251
POLYON - (for blended products)	R1,834,216
POLYON (for bulk products)	R1,737,442
POLYON design	NO APPLICATION
POLYON NPK	75/083,459
TRIKOTE	445,882
TRIKOTE - Canada	1,912,112
POLYON - Germany	395 44 055
RLC	None
RLCU	None
POLYON - France	95594351