

MEP 10.18.99

10-21-1999



Form PTO-1594  
1-31-92

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101177466

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

1. Name of conveying party(ies):  
Uniroyal Technology Corporation

Individuals  Association  
 General Partnership -  Limited Partnership  
 Corporation - State: Delaware  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies):

Name: Uniroyal Engineered Products, Inc.  
 Internal Address: One Sarasota Tower  
 Street Address: Two North Tamiami Trail  
 City: Sarasota State: Florida ZIP: 34236

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation- Delaware  
 Other - \_\_\_\_\_

3. Nature of conveyance:

Assignment  Merger  
 Security Interest  Change of Name  
 Other \_\_\_\_\_

Execution Date: April 1, 1999

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 registration number(s):  
 A. Trademark Application No.(s)  
75/583,617

Additional numbers attached?  Yes  No

Trademark Registration No.(s)\  
1,051,839

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Brian Jaenicke, Legal Assistant  
 Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas  
 City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved 19

7. Total fee (37 CFR 3.41): ..... \$ 490.00

Enclosed  
 Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:  
(23-1705 in case of deficiency)  
 (Attach duplicate copy of this page if paying by deposit account)

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01 FC:481 40.00 DP  
 02 FC:482 450.00 DP

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.*

Brian T. Jaenicke  
 Name of Person Signing

Brian T. Jaenicke  
 Signature

10/18/99  
 Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

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

**Commissioner of Patents and Trademarks**  
**Box Assignments**  
**Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

## TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
SILAPRENE	1,051,839	November 2, 1976
GUNTHER EXTRA/BUILD	2,128,639	January 13, 1998
GUNTHER ULTRA/BOND	2,128,642	January 13, 1998
HYDRA FAST-EN	2,050,825	April 8, 1997
BEAUTY GARD	1,919,826	September 19, 1995
DOE-LON	706,702	November 1, 1960
DURAN (Stylized Letters)	523,708	April 11, 1950
NAUGA	876,281	September 9, 1969
NAUGAFORM	925,738	December 21, 1971
NAUGAHYDE	354,435	February 15, 1938
NAUGALON	810,004	June 21, 1966
NAUGA LOGO	865,548	March 4, 1969
NEOCHROME	1,334,305	May 7, 1985
SPIRIT MILLENNIUM	2,248,196	May 25, 1999
VINYLAIRE (Stylized Letters)	739,798	October 23, 1962
2/200	1,346,171	July 2, 1985
DKE	1,241,708	June 14, 1983

## TRADEMARK APPLICATIONS

GUNTHER PRO	75/583,617	November 3, 1998
GUNTHER PREMIER	75/611,803	December 24, 1998

100-152,000  
100-152,000  
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100-152,000

**ADHESIVES AND NAUGAHYDE BUSINESSES  
OF UNIROYAL TECHNOLOGY CORPORATION**

**GENERAL ASSIGNMENT AND BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, THAT UNIROYAL TECHNOLOGY CORPORATION, a Delaware corporation ("Uniroyal"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, convey, transfer, assign, set over the deliver, as of April 1, 1999, unto UNIROYAL ENGINEERED PRODUCTS, INC., a Delaware corporation ("UEP"), Uniroyal's entire right, title and interest in and to the assets and property of every kind and description (including but not limited to all inventory and accounts but excluding cash and cash equivalents) relating to the business conducted by Uniroyal within the Specialty Adhesives Segment and the Coated Fabrics Segment (as reported upon in Uniroyal's 1998 Annual Report on Form 10-K) (the "UEP Segments") (such business being hereinafter referred to as the "UEP Business"), whether real, personal or mixed, tangible or intangible, absolute or contingent, and wherever situated, and the assets and properties described below:

(a) All customer lists, customer files, credit profiles, account histories, marketing information or similar information pertinent to existing or potential customers, relating to the UEP Business;

(b) All accounting information and records pertaining to the assets,

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**TRADEMARK  
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properties and operations of the UEP Business (except for original books of account which shall remain the property of Uniroyal);

(c) All know-how, trade secrets and proprietary information, whether or not covered by patents or patent applications, including without limitation formulas, product designs, research and development data, blueprints, specifications, drawings, engineering data, procedures, tests and standards, and all recorded knowledge evidencing the same in any form or medium whatsoever, relating to the UEP Business, including, without limitation, the patents and patent applications listed on Schedule I hereto and the trademarks and trademark applications listed on Schedule II hereto;

(d) All materials pertaining to advertising, promotion and sale of products of the UEP Business;

(e) All information and materials relating to suppliers of raw materials and services relating to the UEP Business;

(f) All leases, agreements, purchase orders, sales orders and other arrangements (including warranties, claims and other rights), including those listed on Schedule III hereto, together with any and all other leases, agreements, purchase orders, sales orders and other arrangements (including warranties, claims and other rights), whether or not entered into in the ordinary course of business, relating to the UEP Business;

(g) All permits, approvals, qualifications, product registrations and other similar authorizations relating to the UEP Business;

(h) All records and all media in which any information, data or knowledge relating to the UEP Business may be stored, including information systems and programming software;

(i) Each of the motor vehicles listed on Schedule IV hereto;

(j) All claims of every kind and description which Uniroyal may have against any other person arising out of the UEP Business;

(k) All real property owned by Uniroyal and used in the UEP Business, except the real property situated in Port Clinton, Ottawa County, Ohio; and

(l) Every other asset and property used or useful in the UEP Business and not specifically described above.

BUT EXCLUDING FROM such grant, bargain, sale, conveyance, transfer, assignment, setting over and delivery all contracts and policies of insurance and all claims relating thereto, which contracts, policies and claims are not being assigned, it being the understanding and intention of UEP and Uniroyal that the coverage under such contracts and policies extends automatically to Uniroyal and UEP under the terms thereof and applicable law; however nothing herein stated shall be deemed to constitute a representation or warranty by Uniroyal or UEP that such coverage so extends, entitle either Uniroyal or UEP to relief if such coverage does not so extend or be construed to deprive Uniroyal of the status of insured under such contracts and policies.

TO HAVE AND TO HOLD said assets and properties unto UEP, its successors and assigns; provided that Uniroyal shall not be deemed to have

transferred or assigned to UEP any contract, lease or agreement, or title to any asset, as to which (i) the consent of any party other than Uniroyal to the transfer or assignment thereof to UEP is required and has not been obtained as of the date hereof, or (ii) any registration, recordation or other formality is required to be effected or observed prior to or in connection with such transfer and has not been effected or observed as of the date hereof. Uniroyal hereby agrees to take all actions reasonably necessary to obtain any consent or to effect or observe any registration, recordation or other formality, and upon the receipt of such consent or the satisfactory compliance with such required registration, recordation or other formality, such contract, lease or agreement, or title to such asset, shares or interest, shall automatically be deemed to have been transferred and assigned to UEP as of April 1, 1999. Prior to the receipt of such consent or the satisfactory compliance with such required registration, recordation or other formality, Uniroyal shall take all actions reasonable necessary to give to UEP all the benefits of such contract, lease or agreement, or of full legal title to such asset.

UNIROYAL HEREBY CONSTITUTES and appoints UEP, its successors and assigns, the true and lawful attorneys of Uniroyal with full power of substitution, in the name of Uniroyal or otherwise, and on behalf and for the benefit of UEP, its successors and assigns, to demand and receive from time to time any and all assets and properties hereby assigned and transferred or intended so to be; to give receipts, releases and acquittances for or in respect of the same or any part thereof; to collect, for the account of UEP, all receivables and other items

transferred to UEP as provided herein, and to endorse with the name of Uniroyal any check received on account of any such receivables or any other items; from time to time to institute and prosecute in the name of Uniroyal or otherwise any and all proceedings at law, in equity or otherwise, which UEP, its successors or assigns may deem proper to collect, assert or enforce any claim, right, title, debt or account hereby assigned and transferred or intended so to be; and to take any action necessary to effect the transfer to UEP of full legal title in and beneficial ownership of any asset, share or interest hereby transferred and assigned or intended so to be. Uniroyal declares that the foregoing powers are coupled with an interest and shall not be revocable by it in any manner or for any reason. Uniroyal will transfer and deliver to the account of UEP any cash or other property that Uniroyal may receive in respect of any claims, contracts, shares or interests, rights, leases, commitments, sales orders, purchase orders, receivables of any character or any other items of Uniroyal intended to be assigned and transferred as provided herein.

UNIROYAL AGREES THAT it will hereafter execute and deliver any further assignments, instruments of transfer, bills of sale, powers of attorney or conveyances and perform other acts, as may be necessary or desirable fully to vest in UEP title to and enjoyment of the assets and properties hereby assigned and transferred or intended so to be.

IN WITNESS WHEREOF, Uniroyal has caused this General Assignment and

Bill of Sale to be executed on its behalf as of the first day of April, 1999.

UNIROYAL TECHNOLOGY CORPORATION

By:   
\_\_\_\_\_  
President