

11-03-1999

FORM PTO-1594
1-31-92

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10-28-99



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings 000

101190893

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

1. Name of conveying party(ies):

BROCAR PRODUCTS, 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: Truebro, Inc.

Internal Address:

Street Address: 7 Main Street
P.O. Box 440

City Ellington State CT ZIP 06029

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation 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: September 8, 1999

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

A. Trademark Application No.(s)
75793024
75793066

B. Trademark registration No.(s)

Additional numbers attached? Yes No

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

Name: Ira S. Dorman, Esq.

Internal Address:

Street Address: 330 Roberts Street
Suite 200

City: East Hartford State: CT ZIP 06108

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 80.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

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.

IRAS. DORMAN

Name of Person Signing

[Signature]

Signature

10/27/99

Date

Total number of pages comprising cover sheet: 2

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

Do not detach this portion

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

11/02/1999 DNGUYEN 00000211 75793024

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

01 FC: 481
02 FC: 482
03 FC: 498

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25.00 OP
15.00 OP

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TRADEMARK
REEL: 001984 FRAME: 0267

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Tab settings 000

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

1. Name of conveying party(ies):
HELMSDERFER, JOHN

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

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

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

Name: _____
Internal Address: _____
Street Address: _____
City _____ State _____ ZIP _____

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: _____

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

A. Trademark Application No.(s)
B. Trademark registration No.(s)

Additional numbers attached? Yes No

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

Name: _____
Internal Address: _____

Street Address: _____

City: _____ State: _____ ZIP _____

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41):.....\$ _____
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

IRA S. JORMAN [Signature] 10/27/99
Name of Person Signing Signature Date

Total number of pages comprising cover sheet:

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

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**ASSIGNMENT OF PATENTS, TRADEMARKS
TRADE NAMES AND OTHER INTELLECTUAL PROPERTY**

WHEREAS, BROCAR PRODUCTS, INC., an Ohio corporation having its principal place of business in Cincinnati, Ohio and **JOHN HELMSDERFER**, of Cincinnati, Ohio (hereinafter jointly and severally referred to as "Seller"), have agreed to sell, transfer, assign, convey and deliver to **TRUEBRO, INC.**, a Connecticut corporation having its principal place of business in Ellington, Connecticut ("Purchaser"), all Intellectual Property (as defined in that certain Asset Purchase Agreement, dated September 8, 1999 (the "Asset Purchase Agreement"), by and among Purchaser and Seller used in or in any way related to Seller's undersink protection devices business, the undersink wheelchair accessibility business or any business related or incidental thereto, including but not limited to the business of the manufacture, use and/or sale of products related to ADA Article 4.19.4 (the "Business");

NOW, THEREFORE, in consideration of good and valuable consideration as described in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, transfers, assigns, conveys and delivers to Purchaser, its successors and assigns forever, all Intellectual Property, as defined in the Asset Purchase Agreement, used in or in any way related to the Business including but not by way of limitation, the Intellectual Property more particularly described on Schedule A, attached hereto and made a part hereof (the "Intellectual Property").

TO HAVE AND TO HOLD the same and each and all thereof unto Purchaser, its successors and assigns forever, to its and their own use and benefit forever.

Seller hereby constitutes and appoints Purchaser its true and lawful attorney-in-fact, with full power of substitution and resubstitution, in the name of Seller or Purchaser, but on behalf and for the benefit of Purchaser, to demand, collect and receive for the account of Purchaser all of the Intellectual Property; to institute or prosecute, in the name of Seller or otherwise, all proceedings which Purchaser may deem necessary or convenient in order to realize upon, affirm or obtain title or possession of or to collect, assert or enforce any claim, right or title of any kind in or to the Intellectual Property; to defend and compromise any and all actions, suits or proceedings with respect of any of the Intellectual Property; and to do all such legal acts and things in relation thereto as Purchaser shall deem desirable. Seller agrees that the foregoing powers are coupled with an interest and are and shall be irrevocable by Seller for any reason.


All of the terms and provisions of this Assignment of Patents, Trademarks, Trade Names and Other Intellectual Property shall be jointly and severally binding upon Seller, its and his successors, heirs and assigns, and shall inure to the benefit of Purchaser, its successors and assigns. Unless otherwise provided herein, capitalized terms shall have the meanings defined in the Asset Purchase Agreement.

Seller hereby covenants and agrees with Purchaser that it and he shall duly execute and deliver all such instruments of sale, transfer, assignment and conveyance and all such notices, releases, acquittances, certificates of title and other documents as may be necessary more fully to sell, transfer, assign and convey to and vest in Purchaser the Intellectual Property.

IN WITNESS WHEREOF, Seller has executed this Assignment of Patents, Trademarks, Trade Names and Other Intellectual Property as of the 8th day of September, 1999.

BROCAR PRODUCTS, INC.

By: 
John Helmsderfer, Its President


John Helmsderfer, Individually

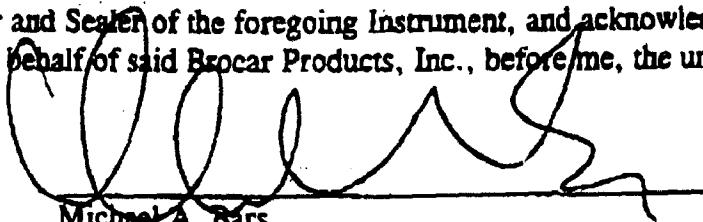
STATE OF CONNECTICUT)

) ss. Vernon

September 8, 1999

COUNTY OF TOLLAND)

Personally appeared, John Helmsderfer, President of **BROCAR PRODUCTS, INC.** (known to me or satisfactorily proven), Signer and Sealer of the foregoing Instrument, and acknowledged the same to be his free act and deed on behalf of said Brocar Products, Inc., before me, the undersigned officer.



Michael A. Bars
Commissioner of the Superior Court

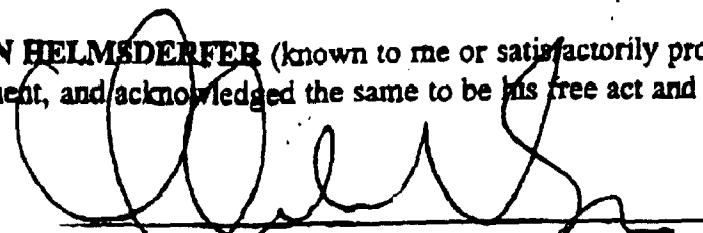
STATE OF CONNECTICUT)

) ss. Vernon

September 8, 1999

COUNTY OF TOLLAND)

Personally appeared, **JOHN HELMSDERFER** (known to me or satisfactorily proven), Signer and Sealer of the foregoing Instrument, and acknowledged the same to be his free act and deed, before me, the undersigned officer.



Michael A. Bars
Commissioner of the Superior Court

Schedule A

All Intellectual Property and all embodiments of Intellectual Property (as defined in the Asset Purchase Agreement), inchoate or fully developed, including but not limited to:

A. U.S. Trademark Applications

Serial No. 75/793,024 TRAP WRAP
Serial No. 75/793,066 LAV WRAP

B. U.S. Patents

5,554,463 COVER ASSEMBLY FOR UNDERSINK PIPING
5,685,328 COVER ASSEMBLY AND METHOD FOR COVERING UNDERSINK PIPING
5,699,828 COVER ASSEMBLY WITH INTEGRAL MEASUREMENT INDICIA FOR COVERING UNDERINK PIPING
5,701,929 COVER ASSEMBLY HAVING RAPID INSTALLATION FEATURES FOR COVERING UNDERSINK PIPING
5,901,739 COVER ASSEMBLY WITH INTEGRAL SECURING APPARATUS FOR COVERING UNDERSINK PIPING
5,915,412 COVER ASSEMBLY FOR COVERING UNDERSINK PIPING
5,915,413 COVER ASSEMBLY WITH INTEGRAL MEASUREMENT INDICIA FOR COVERING UNDERSINK PIPING
5,934,316 COVER ASSEMBLY AND METHOD FOR COVERING UNDERSINK PIPING
D409,728 J-BEND PIPE COVER

C. U.S. Patent Applications

08/933,718 Filed 9/19/97 *mt* 29/104,350 Filed 5/3/99
~~09/104,350~~
09/303,735 Filed 5/3/99 29/104,351 Filed 5/3/99

D. U.S. Patents and Application Licensed to Truebek

**5,678,598 COVER ASSEMBLY AND METHOD FOR COVERING UNDERSINK
PIPING**

**5,913,325 COVER ASSEMBLY FOR COVERING UNDERSINK PIPING
UTILIZING WRAPPABLE COLLARS**

**09/109,137 COVER ASSEMBLY FOR COVERING UNDERSINK PIPING
Filed May 3, 1999**