

11-05-1999



101193780

MRD
11/3/99

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

9 22 99

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

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/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership Association
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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.)

11/04/1999 JSHBAZZ 00000075 2129812

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
50.00 OP

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Federal Reserve Corp.

Address (line 1) 400 Seventh St. W

Address (line 2) Suite 101

Address (line 3) Washington DC 20004

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.

7

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)

2129812

1,129,799
954,019

Number of Properties

Enter the total number of properties involved.

3

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 9000

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.

Trisha Neal

Trisha Neal
Signature

10-29-99

Name of Person Signing

Date Signed

ASSIGNMENT
(U.S. and Foreign Trademarks)

WHEREAS, Cumberland Engineering LLC, a Delaware limited liability corporation (hereinafter referred to as the "assignor"), has adopted and is using one or more of the Marks set forth in SCHEDULE A hereof which it has used in various countries throughout the world including the United States; and

WHEREAS, Cumberland Acquisition Corporation, a Delaware corporation (herein referred to as the "assignee"), desires to acquire the Marks and the goodwill of the business associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the assignor does hereby assign and transfer to the assignee the entire right, title and interest in and to the registrations for said Marks and all of its right, title and interest to said Marks not presently registered set forth in SCHEDULE A hereof, together with the goodwill of the business symbolized by the Marks and the registrations thereof, and all other rights which assignor has enjoyed thereunder both in the United States and throughout all countries of the world, including any and all rights of recovery based on past infringement of said Marks and/or registrations, the same to be held and enjoyed by the assignee, its successors and assigns, forever and to the full end of the terms for which any of the aforesaid Marks are registered and any renewals of the terms thereof;

FOR THE SAME CONSIDERATION, the assignor also hereby covenants and agrees that, at the time of execution and delivery of these presents, the assignor is the sole and lawful owner of the entire right, title and interest in and to the said registrations and applications and believes it is the sole and lawful owner of the entire right, title and interest to said Marks and said goodwill associated therewith and that the same are

unencumbered and that the assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND FOR THE SAME CONSIDERATION; the assignor hereby covenants and agrees that the assignor will, whenever counsel of the assignee, or the counsel of its successors, legal representatives and assigns, shall advise that it is lawful and desirable, sign all papers and documents, deliver necessary documents including original registration certificates, if available, take all lawful oaths, execute separate confirmatory assignments, and do all acts reasonably necessary or desirable to be done for the procurement, maintenance, enforcement and defense of said Marks and registrations thereof without charge to the assignee, its successors, legal representatives and assigns, other than reasonable costs and expenses incurred by the assignor or any of its employees, agents and representatives in connection with the foregoing actions.

09/22/99 21:01

312 236 4367 P.07/08

SEP-22-1999 13:41

SEP 14 '99 16:05 FR

282 765 8888 TO 1094HWERS200312 P.12/21

ASSIGNOR:

Signed at Chicago, Illinois, this 22nd day of September, 1999, in the County of Cook, State of Illinois.

CUMBERLAND ENGINEERING LLC

By: [Signature]

Type Name: Larry W. Glen, Jr.

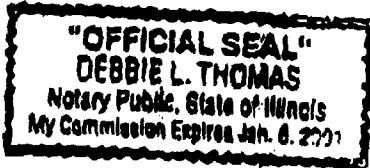
Title: President

STATE OF Illinois)
) ss:
COUNTY OF Cook)

On this 22nd day of September, 1999 personally before me came LARRY W. GLEN, JR., known to me, and known to me to be the person described and who signed the annexed assignment, and, being duly sworn, acknowledged that he executed the same.

(SEAL)

Debbie L. Thomas
Notary Public



ASSIGNEE:

Signed at _____, in the County of _____, State of _____, this ___ day of _____, 1999.

CUMBERLAND ACQUISITION CORPORATION

By: William L. Wilhite

Type Name: William L. Wilhite

Title: Vice President

STATE OF)

) ss:

COUNTY OF)

On this ___ day of _____, 1999 personally before me came _____, known to me, and known to me to be the person described and who signed the annexed assignment, and, being duly sworn, acknowledged that he executed the same.

(SEAL)

Notary Public

SCHEDULE A

**TRADEMARK REGISTRATIONS AND APPLICATIONS, COMMON LAW MARKS,
TRADENAMES, AND DOMAIN NAMES**

TRADEMARKS:

MARK: QUIETIZER

<u>Reg'n. Number</u>	<u>Date Reg'd</u>	<u>Appl'n. Number</u>	<u>Filing Date</u>	<u>Country</u>
1,129,799	1/29/1980	167,729	4/24/1978	United States

MARK: TWINSHEAR

<u>Reg'n. Number</u>	<u>Date Reg'd</u>	<u>Appl'n. Number</u>	<u>Filing Date</u>	<u>Country</u>
		2129812		United Kingdom

MARK: CUMBERLAND

<u>Reg'n. Number</u>	<u>Date Reg'd</u>	<u>Appl'n. Number</u>	<u>Filing Date</u>	<u>Country</u>
954,019 (expired) Common Law				United States

TRADENAMES:

CUMBERLAND ENGINEERING

CUMBERLAND ENGINEERING LLC

CUMBERLAND ENGINEERING DIVISION

JOHN BROWN

JOHN BROWN PLASTICS MACHINERY

CUMBERLAND ENGINEERING DIVISION, JOHN BROWN INC.

CUMBERLAND ENGINEERING DIVISION, JOHN BROWN PLASTICS MACHINERY

CUMBERLAND ENGINEERING DIVISION OF TRAFALGAR HOUSE, INC.

CUMBERLAND ENGINEERING DIVISION OF KVAERNER U.S. INC.

DOMAIN NAMES:

cumberland-plastics.com