



RECC

12-17-1999

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

RA



12-02-1999

U.S. Patent & TMO/TM Mail Rpt Dt. #57

101225616

To the Hon

and Trademark

original documents or copy thereof.

1. Name of conveying party(ies):

Hallite Seals Limited
130 Oldfield Road, Hampton, Middlesex
TW12 2HT London, England

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):

Hallite Holdings Limited
130 Oldfield Road, Hampton, Middlesex
TW12 2HT London, England

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date April 29, 1985

Domestic representative is attached: Yes No
 Additional name(s) & address(es) attached? Yes No

4. (A.) Trademark Application No.(s)

Additional numbers attached? Yes No

4. (B.) Trademark Registration No.(s)

AEON - No. 684651

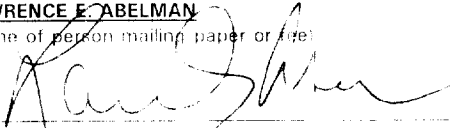
5. Correspondence should be mailed to:

LAWRENCE E. ABELMAN
ABELMAN, FRAYNE & SCHWAB
 150 East 42nd Street
 New York, New York 10017-5612

6. Total number of applications and registrations involved:..... 1

"Express Mail" No: EJ620991663US
 Date of Deposit: December 2, 1999
 I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. §1.110 on the date indicated above and is addressed to the Assistant Commissioner of Trademarks, Arlington, VA 22202-3513

LAWRENCE E. ABELMAN
 (Name of person mailing paper or fee)


 (Signature of person mailing paper or fee)

7. Total fee (37 CFT 3.41): \$ 40.00

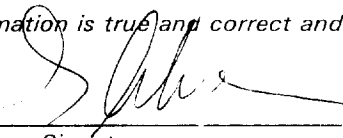
Enclosed
 (The said Deposit Account should be charged for any official fee not fully covered by the enclosed check)

Authorized to be charged to deposit account
 Deposit account number: 01-0035
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

8. 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.

LAWRENCE E. ABELMAN
 Name of Person Signing


 Signature

December 2, 1999
 Date

Total number of pages comprising cover sheet: 4

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 40.00
 02/17/1999 T1011
 01 FC:81



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 310223

I hereby certify that

HALLITE SEALS LIMITED

having by special resolution changed its name, is now

incorporated under the name of

HALLITE HOLDINGS LIMITED

Given under my hand at the Companies Registration Office,

Cardiff the

29TH APRIL 1985

A handwritten signature in black ink, appearing to read 'D. C. H. Busier', written over a horizontal line.

D. C. H. BUSIER

an authorised officer

C.172

**TRADEMARK
REEL: 001999 FRAME: 0776**

TRADE MARK ASSIGNMENT

THIS ASSIGNMENT is made the 15th day of November 1999 BETWEEN **HALLITE SEALS INTERNATIONAL LIMITED** of 130 Oldfield Road, Hampton, Middlesex, TW12 2HT ("the Assignor") of the one part AND **TIMBREN INDUSTRIES INCORPORATED** of 381 Westney Rd. S., Ajax, Ontario, Canada L1S 6M6 ("the Assignee") of the other part

WHEREAS

1. The Assignor is the proprietor of Trade Mark Registrations AEON (word) No.684651 in the USA and No.155856 in Canada ("the Trade Marks").
2. The Trade Marks are currently registered in the former name of the Assignor, Hallite Seals Limited. The Assignor changed its name from Hallite Seals Limited to Hallite Holdings Limited on 29 April 1985 and then subsequently changed its name again to its current name of Hallite Seals International Limited on 31 August 1988.
3. The Assignor has agreed that the Trade Marks shall be assigned to the Assignee for the consideration hereinafter appearing.

NOW THIS ASSIGNMENT WITNESSES as follows:

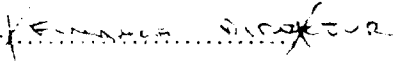
1. In consideration of the sum of CAN\$5,000.00 (Five Thousand Canadian Dollars) paid by the Assignee to the Assignor the receipt of which is hereby acknowledged, the Assignor WITH FULL TITLE GUARANTEE hereby assigns to the Assignee ALL THAT the said Trade Marks together with the goodwill symbolised in the Trade Marks in the United States of America and Canada with the right of the Assignee to bring action and claim relief in respect of any infringement of the Trade Marks occurring prior to the date hereof TO HOLD the same unto the Assignee absolutely.
2. The Assignee agrees that it will bear the costs of the recordal of the assignment of the Trade Marks at the national trade mark registries in the United States of America and Canada, together with the costs of renewal of US Registration AEON No.684651 beyond 8 September 1999, but not the costs of recording the changes of name of the Assignor to Hallite Seals International Limited against the Trade Marks which shall be borne by the Assignor.

3 The Assignor agrees to execute any further documents and do all further acts or things which may be necessary or desirable to vest absolutely all right title and interest to the Trade Marks in the Assignee and to enable the Assignee to record this Assignment of the Trade Marks at the national trade mark Registers of the United States of America and Canada.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first above written.

ASSIGNOR

By: 

Position: 

ASSIGNEE

By:

Position: