

01-18-2000

172-00005



101245194

is or copy thereof.

To the Honorable Commissioner of Patents and Trademark

1. Name of conveying party(ies): **ALLIED SIGNAL TECHNOLOGIES INC AN ID: 33**

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

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

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

Name: ISOLA Laminate Systems Corp.  
Internal Address: \_\_\_\_\_  
Street Address: 230 North Front Street  
City: LaCrosse State: WI Zip: 54602

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

3. Nature of conveyance:

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

Execution Date: September 3, 1999

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) and address(es) attached:  Yes  No

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

A. Trademark Application No.(s)

B. Trademark registration No.(s) 2,206,530  
1,017,218

Additional numbers attached?  Yes  No

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

Name: Theodore D. Lienesch, Esq.  
Internal Address: Thompson Hine & Flory LLP  
Street Address: 2000 Courthouse Plaza N.E.  
P.O. Box 8801  
City: Dayton State: Ohio Zip: 45401-8801

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41) ..... \$ 190.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account Number: 20-0809

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

01/14/2000 DCURTES 00000104 2206530

01 FC:481 40.00 OP  
02 FC:482 150.00 OP

DO NOT USE THIS SPACE

*Fee OK*

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.

Theodore D. Lienesch  
Name of Person Signing  
Reg. No. 28,235

*Theodore D. Lienesch*  
Signature

12/28/99  
Date

Total Number of pages comprising cover sheet:

Do not detach this portion

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 System, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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

861,191

1,970,161

744,279

2,053,621

1,258,546

## TRADEMARK ASSIGNMENT

WHEREAS, AlliedSignal Technologies Inc., an Arizona corporation (the "Seller"), owns the trademarks listed in Schedule A attached hereto;

WHEREAS, ISOLA Laminate Systems Corp. (formerly named Mars Acquisition Corp.), a Delaware corporation (the "Buyer") desires to purchase said trademarks from Seller;

WHEREAS, Seller and Buyer and certain of their respective affiliates are parties to an Asset Purchase Agreement made as of July 8, 1999, as amended (the "Purchase Agreement"), pursuant to which Purchasers (as defined in the Purchase Agreement) are acquiring the Assets (as defined in the Purchase Agreement), except as otherwise provided therein, for the consideration and on the terms and conditions set forth in the Purchase Agreement from Sellers (as defined in the Purchase Agreement) contemporaneously with the execution and delivery of this Trademark Assignment; and

WHEREAS, Section 12 of the Purchase Agreement provides that Sellers (as defined in the Purchase Agreement) shall deliver this Trademark Assignment to Purchasers (as defined in the Purchase Agreement) at the Closing (as defined in the Purchase Agreement);

NOW, THEREFORE, in consideration of the foregoing and the agreements contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, Seller does hereby sell, assign, transfer, convey and set over to Buyer, Seller's entire right, title and interest in and to said trademarks, together with the goodwill of the business symbolized thereby, and the registrations and applications for registration thereof, the same to be held and enjoyed by Buyer for its own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this assignment and sale had not been made, together with all claims for damages by reason of past infringement of said trademarks, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

Whenever requested to do so by Buyer or its successors, assigns or other legal representatives, Seller shall execute and deliver any and all applications, assignments or other instruments which such requesting party shall deem necessary to more effectively complete the assignment of the trademarks referred to herein and to allow Buyer and its successors, assigns or other legal representatives to apply for and obtain registrations therefor in any country or to otherwise protect their respective interests therein.

IN WITNESS WHEREOF, Seller has caused these presents to be executed by its duly authorized officers or representatives this 3 day of September, 1999.

ALLIEDSIGNAL TECHNOLOGIES INC.

By: 

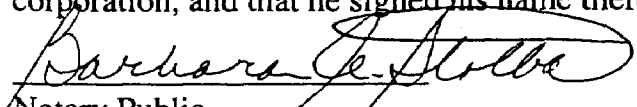
Name: G. Peter D'Aloia

Title: Authorized Representative

ACKNOWLEDGEMENT

State of New York  
County of New York, ss.:

On this 3<sup>rd</sup> day of September, 1999, before me personally appeared G. Peter d'Aloia, to me known, who, by me duly sworn, did depose and say that he is the Authorized Representative of AlliedSignal Technologies Inc., one of the Sellers described in and that executed the foregoing instrument; that he knows the seal of said corporation, that the seal affixed to the foregoing instrument is the corporate seal, that it was affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

  
Notary Public

**BARBARA A. STOLBA**  
Notary Public, State of New York  
No. 01ST4889486  
Qualified in Nassau County  
Commission Expires April 13, 2006

SCHEDULE A

Trademark Registrations and Applications

LAMINATE SYSTEMS

TRADEMARK	COUNTRY	REGISTRATION NO.
CM310	United States	2,206,530
LO-FLO	United States	1017218
LO-FLO	United States	861191
MICROCORE	United States	1970161
NORPLEX	United States	744279
NORPLEX	Wisconsin	32046
NORPLEX	Argentina	1208898
NORPLEX	Australia	A276394
NORPLEX	Benelux	331601
NORPLEX	Brazil	6339131
NORPLEX	Canada	123744
NORPLEX	France	95567315
NORPLEX	Great Britain	667885
NORPLEX	Hong Kong	367
NORPLEX	India	294574
NORPLEX	Ireland	64185
NORPLEX	Israel	38911
NORPLEX	Italy	
NORPLEX	Japan	2053478
NORPLEX	Japan	2068835
NORPLEX	O.A.P.I.	64193/14036
NORPLEX	Singapore	72133
NORPLEX	Switzerland	343853
NORPLEX	Taiwan	433282
NORPLEX	Venezuela	92961-F
RCC	United States	2053621
RCC	Benelux	pending
RCC	Great Britain	2171398
RCC	Germany	39837210
RCC	Hong Kong	pending
RCC	Japan	pending
RCC	South Korea	pending
RCC	Singapore	pending
STABLE-CLAD	United States	1258546

Other Trademarks

LAMINATE SYSTEMS

REGION

Mark - TM

No-Flo	United States
No-Flo	Europe
Global Product Solution	United States
ZipCure	United States
FR404 Goldlam	United States
FR404 Goldlam	Europe
PhotoRCC	Global
Tolera	Global
MicroLaze	Global