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101254474

original documents or copy thereof.

To the Honorable Commissioner of Patents and 1.

1. Name of conveying party(ies):

Fleetwood Systems Inc.

MKD
12.27.99

- Individual(s)
- General Partnership
- Corporation-State Illinois
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: 09/10/1999

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

Name: Jetstream Systems, Inc.

Internal Address:

Street Address: 8020 Forsyth Blvd.

City: St. Louis State: MO ZIP: 63105

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership

Corporation-State Missouri

Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

(See attached Schedule B)

Additional numbers Yes No

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

Name: Mitzi G. Cherry

Internal Address: Thompson Coburn LLP

Street Address: One Mercantile Center

City: St. Louis State: MO ZIP: 63101

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

11

7. Total fee (37 CFR 3.41):.....\$ \$290.00

Enclosed

Authorized to be charged to deposit account if encl. fee is insufficient.

8. Deposit account number:

20-0823

01/31/2000 DMGUYEN 00000235 847003

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 OP
250.00 OP

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.

Mitzi G. Cherry

Name of Person Signing

Mitzi G. Cherry
Signature

12/21/1999
Date

Total number of pages including cover sheet, attachments, and

13

SCHEDULE B

United States Trademarks

Reg. No.	Trademark	Reg. Date	TBGB Case No.
847,003	FLEETWOOD	04/02/68	CASE 4
919,554	FSI	08/31/71	CASE 13
937,523	MAGNE-FLITE	07/11/72	CASE 12
955,681	FSI	03/20/73	CASE 16
1,352,425	ROTOFEEDER IN	08/06/85	CASE 36
1,796,774	ATLUSS	10/05/93	CASE 68A
1,827,226	MODULEX	03/22/94	CASE 85
1,860,260	POSI-LIFT	10/25/94	CASE 86
1,882,803	ROTOPAK	03/07/95	CASE 93
1,881,869	ATLUSS II	03/07/95	CASE 94
1,993,872	ROTOCURE	08/13/96	CASE 97

ASSIGNMENT OF RIGHTS

THIS ASSIGNMENT OF RIGHTS (this "Assignment") is made and entered into as of the 10th day of September, 1999 ("Effective Date"), by and between Fleetwood Systems, Inc., an Illinois corporation ("Assignor"), and Jetstream Systems, Inc., a Missouri corporation ("Assignee").

RECITALS

- A. Assignor and Assignee are parties to an Asset Purchase Agreement, dated August 27, 1999 ("Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase certain assets, properties and rights pertaining to the business of Assignor.
- B. Assignor is the owner of the right, title and interest in and to the trademarks, service marks, trade names and patents listed on Schedule 3.5 to the Asset Purchase Agreement as owned by Seller and in each instance owns the registrations and applications for registration thereof.
- C. In furtherance of the transactions contemplated by the Asset Purchase Agreement, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the trademarks, service marks, trade names and patents listed on Schedule 3.5 to the Asset Purchase Agreement as owned by Seller and the registrations and applications thereof, and the goodwill associated therewith.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto do hereby covenant and agree as follows:

1. Assignment. Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the following described property:

(a) all patents and patent applications, and the inventions and improvements described and claimed therein listed on Schedule 3.5 to the Asset Purchase Agreement as owned by Seller, including, without limitation, each patent and application listed on Schedule A, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the "Patents");

(b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names listed on Schedule 3.5 to the Asset Purchase Agreement as owned by Seller, including, without limitation, common law rights and each mark and application listed on Schedule B, attached hereto and incorporated herein by reference; and (i) renewals or extensions thereof, (ii) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to herein as the "Trademarks");

(c) the license(s) listed on Schedule C attached hereto and incorporated herein by reference to the extent such license agreements may be assigned without violating the terms of any such license agreement (all of the foregoing license agreements and Assignor's rights thereunder are hereinafter collectively referred to as the "Licenses");

(d) the goodwill of Assignor's business connected with and symbolized by the Trademarks; and

(e) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b), (c) and (d) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a), (b), (c) and (d) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items.

2. Recording of Ownership. Assignor authorizes and requests the Commission of Patents and Trademarks to record Assignee as assignee and owner of the Patents and Trademarks, and applications and registrations therefor, in the United States.

3. Further Assistance. Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Patents, Trademarks and Licenses; (2) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Patents, Trademarks and Licenses, including, but not limited to, testifying as to any facts relating to the Patents, Trademarks and Licenses assigned herein and this Assignment; (3) in obtaining any additional protection for the Patents, Trademarks and Licenses that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) the implementation and perfection of this Assignment.

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed on its behalf as of the Effective Date.

"Assignor"

Fleetwood Systems, Inc.

By Andrew E. Mojden
Printed Name: Andrew E. Mojden
Title: President

"Assignee"

Jetstream Systems, Inc.

By Gregory L. Coonrod
Printed Name: GREGORY L. COONROD
Title: VP

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COUNTY OF COOK)

On this 10th day of September, 1999, before me personally appeared Andrew E. Mojden to me personally known, who, being by me duly sworn, did say that she/he is the President of Fleetwood Systems, Inc., an Illinois corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and said Andrew E. Mojden acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



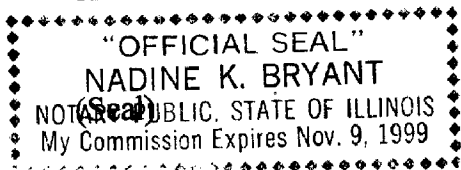
Nadine K. Bryant
Notary Public

My Commission Expires: Nov. 9, 1999

STATE OF ILLINOIS)
)
COUNTY OF COOK)

On this 10th day of September, 1999, before me personally appeared Gregory L. Coonrod to me personally known, who, being by me duly sworn, did say that she/he is a Vice Pres of Jetstream Systems, Inc., a Missouri corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and said Gregory L. Coonrod acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal in the County and State aforesaid, the day and year first above written.



Nadine K. Bryant
Notary Public

My Commission Expires: Nov. 9, 1999

SCHEDULE A

United States Patents

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>	<u>Inventor</u>	<u>TBG B Case No.</u>
4,315,568	02/16/82	MAGNETIC RAIL FOR MAGNETIC BELT CONVEYER	Mojden	24
4,323,150	04/06/82	MAGNETIC RAIL CONSTRUCTION	Mojden	26
4,351,430	09/28/82	MAGNETIC RAIL CONSTRUCTION FOR CAN CONVEYOR	Mojden	23
4,364,466	12/21/82	CAN END SEPARATOR— CONVEYER	Mojden	25
4,592,462	06/03/86	CAROUSEL TYPE FEED FOR CARTON BLANKS	Mojden et al	38
4,655,350	07/07/87	REVERSED END EJECTOR SYSTEM	Mojden et al	46
4,979,870	12/25/90	AUTOMATIC TRAY LOADING, UNLOADING AND STORAGE SYSTEM	Mojden, Mojden and Darr	49A
5,096,371	03/17/92	CARTON FEEDING APPARATUS	Mojden et al	61
5,119,617	06/09/92	MULTI-LANE FEED COUNTER- BAGGER	Mojden et al	55
5,158,214	10/27/92	AUTOMATIC TRAY LOADING, UNLOADING STORAGE SYSTEM	W. Mojden et al	49C
5,203,666	04/20/93	AUTOMATIC TRAY LOADING, UNLOADING AND STORAGE SYSTEM	W. Mojden and R. Darr	49D
5,318,166	06/07/94	AIR HOLD UP ASSEMBLY FOR A STICK OF CAN ENDS	Mojden et al	84

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>	<u>Inventor</u>	TBG B <u>Case No.</u>
5,346,050	09/13/94	IMPROVED CARTON CONVEYING APPARATUS (ROTOFEEDER IMPROVEMENTS)	Mojden et al	75
5,372,245	12/13/94	AUXILIARY DRIVE FOR AN ARTICLE FEEDER DEVICE	Mojden et al	80
5,372,473	12/13/94	AUTOMATIC LOADING, UNLOADING AND COMPENSATING SYSTEM	Mojden et al	71
5,375,961	12/27/94	APPARATUS AND METHOD FOR DEBAGGING ARTICLES	D. Mojden et al	73
5,395,209	03/07/95	ROTARY ARTICLE STORAGE AND OUTFEED APPARTUS (ROTOPAK)	D. Mojden et al	89
5,435,687	07/25/95	AUTOMATIC TRAY LOADING, UNLOADING AND STORAGE SYSTEM	W. Mojden et al	49E
5,441,382	08/15/95	INFEED APPARATUS FOR ARTICLE HANDLING SYSTEM	A. Mojden et al	77
5,449,060	09/12/95	DISCHARGE APPARATUS FOR ARTICLE HANDLING SYSTEM	A. Mojden et al	78
5,487,637	01/30/96	AUTOMATIC TRAY LOADING, UNLOADING AND COMPENSATING SYSTEM	A. Mojden & R. Hoinacki	71A
5,503,505	04/02/96	AIR CONVEYOR WITH FLOATING COVERS	M. Vejchoda	95
5,524,947	06/11/96	SELF-CONTAINED PICK-AND-PLACE APPARATUS	A. Mojden et al	90
5,586,638	12/24/96	DISCHARGE APPARATUS FOR ARTICLE HANDLING SYSTEM	A. Mojden & R. Joinacki	78A

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>	<u>Inventor</u>	TBG B <u>Case No.</u>
5,607,278	03/04/97	AUTOMATIC TRAY LOADING, UNLOADING AND STORAGE SYSTEM	W. Mojden et al	49F
Re.35,505	5/13/97	AIR HOLD UP ASSEMBLY FOR A STICK OF CAN ENDS	W. Mojden et al	84A
5,669,482	09/23/97	TRAILING END AIR HOLD-UP ASSEMBLY	A. Mojden et al	100
5,669,156	09/23/97	CAN END CURING SYSTEM WITH MAGNETIC FANNING AND BELT CONVEYING	M. Vejchoda	104
5,788,050	08/04/98	ADJUSTABLE CAN END COUNTING APPARATUS	A Mojden et al	101
D327,301	06/23/92	DESIGN: EXERCISER TRAPEZOIDAL CROSS-SECTION		58
Pending	File Dt. 2/24/99	AUTOMATIC COUNTER- BAGGER-PALLETIZER	A.E. Mojden & R.P. Hoinacki	111
Pending	File Dt. 02/06/98	APPARATUS AND METHOD OF SEPARATING METAL ARTICLE	M. W. Vejchoda	116
Pending	File Dt. 12/09/98	CONTAINER ROTATION CONVEYER APPARATUS AND METHOD	D.J. Schenbarger & W. Vejchoda	117

SCHEDULE B

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847,003	FLEETWOOD	04/02/68	CASE 4
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1,352,425	ROTOFEEDER IN	08/06/85	CASE 36
1,796,774	ATLUSS	10/05/93	CASE 68A
1,827,226	MODULEX	03/22/94	CASE 85
1,860,260	POSI-LIFT	10/25/94	CASE 86
1,882,803	ROTOPAK	03/07/95	CASE 93
1,881,869	ATLUSS II	03/07/95	CASE 94
1,993,872	ROTOCURE	08/13/96	CASE 97

SCHEDULE C

1. License Agreements

- a. Assignment Agreement dated January 13, 1966 and six Amendments dated August 10, 1996, August 26, 1968, March 15, 1978, March 18, 1988, January 13, 1966, October, 1, 1995 and November 1, 1997 by and between Wallace W. Mojden and Fleetwood Systems, Inc. for patents assigned to Fleetwood Systems, Inc.
- b. Technical Assistance and Trademark Agreement August 16, 1977 and two Addendums dated June 7, 1983 and June 25, 1991 by and between Fleetwood Systems, Inc. and Fleetwood Systems Industrial, Ltd. Granting a license to use technical information, patents and trademarks.
- c. Sublicense and Sales Agreement by Fleetwood Systems, Inc. and Kirin Machinery Corporation dated October 25, 1994 granting Fleetwood Systems, Inc. rights to manufacture and sell can end debaggers and depalletizers.
- d. License Agreement by and between Ball Corporation and Fleetwood Systems, Inc. date June 26, 1991 granting Fleetwood Systems, Inc. rights to manufacture and sell can end counters.
- e. Technical License Agreement by and between Mitsubishi Material Corporation and Fleetwood Systems, Inc. dated August 1, 1995 granting Fleetwood Systems, Inc. rights to manufacture and sell reversed end ejectors.
- f. Cross-License Agreement between NSM Magnettechnik GmbH, Fleetwood Systems, Inc. and Fleetwood Systems, Industrial, Ltd. granting rights to NSM Magnettechnik GmbH, Fleetwood Systems, Inc. and Fleetwood Systems Industrial, Ltd. to use certain patents.
- g. Exclusive License Agreement by and between Fusion UV Systems, Inc. and Fleetwood Systems, Inc. dated October 9, 1998 granting Fusion UV Systems, Inc. the right to commercialize, enjoy and exploit the Vacuum ¼ Can Turning Conveyor.