

12-27-1999



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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

MO 11-30-99

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
Effective Date
Month Day Year
09 29 99

Change of Name

Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name ARVIN INDUSTRIES, INC. Execution Date
Month Day Year
09 29 99

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization INDIANA

Receiving Party

Mark if additional names of receiving parties attached

Name ADOBEAIR, INC.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 500 SOUTH 15TH STREET

Address (line 2) _____

Address (line 3) PHOENIX ARIZONA 85034
City State/Country Zip Code

Individual General Partnership Limited Partnership Association

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization DELAWARE

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.)

12/23/1999 DNGUYEN 00000169 500675 1292117

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

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. #

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)

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

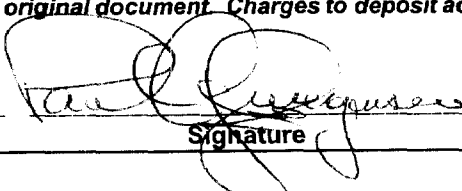
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

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.

PAUL A. JUERGENSEN



NOVEMBER 30, 1999

Name of Person Signing

Signature

Date Signed

Exhibit A

Assignment

ASSIGNMENT OF TRADEMARK (the "Assignment") made as of September 29, 1999, from Arvin Industries, Inc. ("Arvin") to AdobeAir, Inc. ("AdobeAir").

1. Assignment. NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Arvin and AdobeAir agree as follows: With respect to that certain trademark of a stylized rounded letter A, registered by the US Patent and Trademark Office on August 28, 1984 at Reg. No.: 1,292,117 (the "Assigned Mark"), Arvin does hereby sell, assign, transfer and convey, free and clear of all liens, to AdobeAir, and AdobeAir hereby accepts, all right, title and interest of Arvin (throughout the world) in, to and under the Assigned Mark including, but not limited to, the following: all right, title and interest in any registrations and applications for registration and all rights to apply for registrations thereof and any other rights corresponding thereto with full benefit of priority therein as may now or hereafter be granted to it by law, treaty or other international convention; the goodwill connected with the use of and symbolized by the Assigned Mark; all rights, interests, claims and demands recoverable in law or equity, that Arvin has or may have in profits and damages for past, present and future infringements of the Assigned Mark, including, without limitation, the right to compromise, sue for and collect such profits and damages. All of the rights assigned pursuant to this Assignment are to be held and enjoyed by AdobeAir, its successors and assigns or their legal representatives, as fully and entirely as such rights would have been held and enjoyed by Arvin if this Assignment had not been made.


2. Miscellaneous. (a) This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(b) This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

(c) Arvin hereby agrees that it shall and shall cause each of its affiliates to, from time to time, execute and deliver to AdobeAir such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary or otherwise reasonably requested by AdobeAir to: (i) confirm and assure the rights of AdobeAir hereunder; (ii) more effectively vest in AdobeAir beneficial and record title to the Assigned Mark; and (iii) put AdobeAir in actual possession and operating control of the Assigned Mark.

IN WITNESS WHEREOF, Arvin, by its duly authorized officer, has caused this Assignment to be executed as of the date first written above.

ARVIN INDUSTRIES, INC.

By: 
Name: Peter E. Gifford
Title: Counsel

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF *NY*)

:SS:

COUNTY OF)

Bartholomew

On *Sept 27* 1999 before me, the undersigned, personally appeared

David E. Gifford
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in.

Janis E. May
(signature and office of individual taking acknowledgment)