

FORM PTO-1594 (modified)
1-31-92

02-16-2000

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

MRD 1-18-00



HEET

To the Honorable Commissioner of Patents and

101268386

ocuments or copy thereof.

1. Name of conveying party(ies):

IPAC, Inc.

- Individual Association
- General Partnership Limited Partnership
- Corporation-State

Other Cayman Islands Company

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

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

Name: **HIROSS S.p.A.**

Street Address: **Via Leonardo Da Vinci
8 35028 Piove di Sacco
Padova, Italy**

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional name(s) & address(es) attached? Yes No

3. Nature of Conveyance:

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

Execution Date: July 26, 1999

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,260,785

Additional numbers attached? Yes No

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

Name: **Joseph E. Walsh, Jr.**

Internal Address: 7733 Forsyth Boulevard, Suite 1400

St. Louis, Missouri 63105

Street Address: 7733 Forsyth Boulevard, Suite 1400

City: St. Louis State: MO ZIP: 63105

6.

Total number of applications and registrations involved 1

7. Total fee (37 CFR 3.41) \$ 40.00

Enclosed (Check No. 32489)

Authorized to be charged to deposit account (if amount is insufficient)

8. Deposit account number:

18-1829

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

02/15/2000 JSHABAZZ 00000100 1260785

01 FC:481

40.00 DP

DO NOT USE THIS SPACE

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.

Joseph E. Walsh, Jr.

Name of person signing

Joseph E. Walsh, Jr.
Signature

~~REDACTED~~ 1/14/2000 *gaw*
Date

Total number of pages including cover sheet, attachments, and document: 2

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required

ASSIGNMENT

THIS ASSIGNMENT is made, executed and delivered this 26 day of July, 1999 by IPAC, Inc., a Cayman Islands Company having an office located at 2107 Liberty Drive, Niagara Falls, New York 14304 ("Assignor") and HIROSS S.p.A., a company formed under the laws of Italy and having an office located at Via Leonardo Da Vinci, 8 35028 Piove di Sacco, Padova, Italy ("Assignee").

WITNESSETH

WHEREAS Assignor represents and warrants to Assignee that it may own certain rights in and to the trademark HIROSS, it is the record owner of U.S. Trademark Registration Number 1,260,785 for the trademark HIROSS; and

WHEREAS Assignor desires to transfer and convey over to Assignee and Assignee desires to acquire from Assignor, to the fullest extent of Assignor's interest in and to the HIROSS trademark, including legal title to U.S. Trademark Registration Number 1,260,785 for the trademark HIROSS.

NOW THEREFORE, In exchange for One U.S. Dollar (\$1.00) and other good and valuable consideration paid by Assignee to Assignor, the complete receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

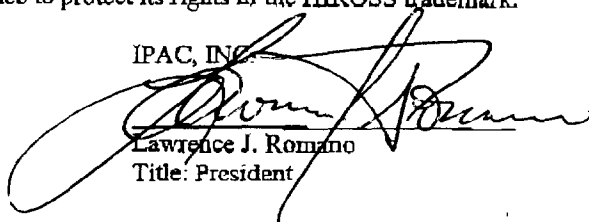
1. Assignor does hereby assign, transfer and convey to Assignee to the fullest extent of the rights possessed and/or claimed by Assignor, and Assignee hereby accepts, Assignor's entire right, title and interest in and to the HIROSS trademark together with the goodwill of the business associated therewith, including Assignor's right, title and interest in and to U.S. Trademark Registration Number 1,260,785 for the trademark HIROSS and the right to sue for any and all past infringement of the trademark and to retain any and all recovery derived therefrom. This assignment is without representation or warranty by or recourse to Assignor, except that Assignor warrants and represents that execution and delivery of this assignment have been duly authorized and are binding upon Assignor and that Assignor has not otherwise assigned or transferred any rights in the HIROSS trademark;

2. Assignor shall, at no time hereafter either directly or indirectly, challenge, assail or in any way attempt to diminish Assignee's rights in the HIROSS trademark;

3. Assignor shall, at no time hereafter, use, attempt to use, register or assist another in using, attempting to use or registering HIROSS or any mark confusingly similar thereto, whether by itself or in combination with any other word(s) or design(s), as a trademark or a trade name; and

4. Assignor will cooperate with Assignee to effectuate the conveyance herein made, including agreeing to execute any further documents needed or desired by Assignee to protect its rights in the HIROSS trademark.

IPAC, INC.

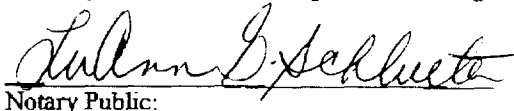


Lawrence J. Romano
Title: President

State of New York :
Eric
County of Niagara :

ss.

On this 26th day of July, 1999, before me personally appeared Lawrence J. Romano, the person who signed this instrument on his own behalf or who was authorized to sign this instrument on behalf of the identified company or other juristic entity, who being sworn, acknowledged that he signed this instrument as a free act.


Notary Public:

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re registration of: :
HIROSS S.p.A. :
: :
Registration No.: 1,260,785 :
: :
Registered: December 13, 1983 :
: :
For: HIROSS :
: :

United States Patent and Trademark Office
Assignment Division
Crystal Gateway 4
1213 Jefferson Davis Highway
3rd Floor
Arlington, VA 2202

DESIGNATION OF DOMESTIC REPRESENTATIVE

Howell & Haferkamp, L.C., as legal representative of HIROSS S.p.A., whose postal address is 7733 Forsyth Blvd., Suite 1400, St. Louis, MO 63105, is hereby designated applicant's representative upon whom notice or process in proceedings affecting the mark may be served.

HIROSS S.p.A.



Ulrich H. Duden, President