

02-18-2000

EET

Docket No.:

YGE-70521



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To the Honorable Commissioner

MARKS: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

PolyPhaser Corporation

Name and address of receiving party(ies):

Name: **Transtector System, Inc.**

01-13-2000

U.S. Patent & TMO/TM Mail Rcpt Dt. #26

Internal Address:

Street Address: **10701 Airport Drive**

City: **Hayden Lake** State: **ID** ZIP: **83835**

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

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

3. Nature of conveyance:

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

Execution Date: **12/15/99**

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

A. Trademark Application No.(s)

75/556,725

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: **Ketan S. Vakil, Esq.**

Internal Address: **Sheppard, Mullin, Richter & Hampton**

Street Address: **333 South Hope Street, 48th Floor**

City: **Los Angeles** State: **CA** ZIP: **90071**

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

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-1853

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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.

Ketan S. Vakil

Ketan S. Vakil

01/10/99

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: **5**

Trademark Assignment

THIS TRADEMARK ASSIGNMENT (this "Assignment") made as of the

22ND day of NOVEMBER, 1999 by and between PolyPhaser Corporation, ("Assignor"),

having a place of business at P.O. Box 9000, 2225 Park Place, Minden, Nevada, and

Transtector Systems, Inc. ("Assignee"), having a place of business at 10701 Airport

Drive, Hayden Lake, Idaho.

WHEREAS, Assignor has an ongoing and existing business relating to the development and manufacture of surge suppressors incorporating multiple interleaved semiconductor junctions and conductive plates ("the Business");

WHEREAS, Assignor is the owner of the intent-to-use trademark "PolyVar" ("the Mark"), the Business associated with the intended use of the Mark, and the goodwill connected with the intended use of the Mark; and

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title, and interest in and to the Business associated with the intended use of the Mark and the Mark.

NOW, THEREFORE, Assignor and Assignee, in consideration of the mutual agreements herein contained and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

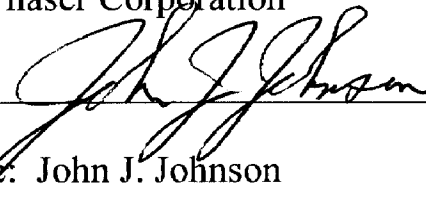
1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's right, title, and interest in and to the Business associated with the and the Mark, together with (1) the goodwill of the Business relating to the Mark for which an intent-to-use application has been made to register the Mark; (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Mark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Mark; and (3) all rights to sue for past, present, and future infringements or misappropriations of the Mark.

2. Assignor further conveys, transfers, assigns, delivers, and contributes to Assignee all rights in the trade dress, labels, and designs associated with the Mark.

3. Assignor further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Mark.

IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Agreement, as of the day and year first above written.

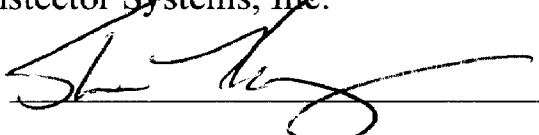
PolyPhaser Corporation

By: 
Name: John J. Johnson

Title: Controller

Date: 12-9-99

Transtector Systems, Inc.

By: 
Name: Shawn Thompson

Title: Executive Vice President

Date: 12-15-99