

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

03-20-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



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OPR/FINANCE

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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
Effective Date
Month Day Year
- ☐ Merger
- ☐ Change of Name
- ☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
12 02 1998

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☐ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- ☒ Individual ☐ General Partnership ☐ Limited Partnership

- ☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

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.)

03/17/2000 DNGUYEN 00000262 1951714

FOR OFFICE USE ONLY

01 FC:461
02 FC:462

40.00 OP
50.00 OP

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 Practices. 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

TRADEMARK
REEL: 002036 FRAME: 0248

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Michael Griffin

Address (line 1) 34255 Agua Dulce Cyn.

Address (line 2) Agua Dulce, CA 91350

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.

14

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)

<u>1951714</u>		
<u>1166353</u>		
<u>1082383</u>		

Number of Properties

Enter the total number of properties involved.

3

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 120

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.

MICHAEL D. GRIFFIN

Michael Griffin

1-17-00

Name of Person Signing

Signature

Date Signed

ASSIGNMENT AND LICENSE AGREEMENT

AGREEMENT, effective the date of complete execution by the parties hereto, between:

Graphic Controls Corporation, a corporation of the State of New York, having its principal place of business at 189 Van Rensselaer Street, Buffalo, New York 14210 ("GC");

and

MICHAEL GRIFFIN, an individual, residing at 34255 Agua Dulce Cyn. Rd., Agua Dulce, California 91350 (hereinafter "GRIFFIN").

WHEREAS, GC is willing to transfer to GRIFFIN said technology and intellectual property:

NOW THEREFORE, in consideration of the promises, covenants and obligations set forth herein and intending to be legally bound, the parties hereto AGREE AS FOLLOWS:

I. DEFINITIONS

For purposes of this AGREEMENT:

1.1 "PATENTS LICENSED TO GRIFFIN" shall mean the United States patents identified on SCHEDULE C attached hereto.

1.2 "ASSIGNED PATENT" shall mean the United States patent identified on SCHEDULE A attached hereto.

1.3 "ASSIGNED TRADEMARKS" shall mean the trademarks and United States registrations identified on SCHEDULE B attached hereto.

1.4 "PATENT LICENSED TO GC" shall mean the United States patent identified on SCHEDULE D attached hereto.

II. ASSIGNMENTS, GRANTS, AND TRANSFER

2.1 GC shall assign to GRIFFIN the ASSIGNED PATENT by way of an ASSIGNMENT in the form attached hereto as EXHIBIT A which shall be executed by GC at the time this AGREEMENT has been executed by both GC and GRIFFIN.

2.2 GC shall assign to GRIFFIN the ASSIGNED TRADEMARKS by way of ASSIGNMENTS in the forms attached hereto as EXHIBITS B, C and D which shall be executed by GC at the time this AGREEMENT has been executed by both GC and GRIFFIN.

2.3 GC hereby grants to GRIFFIN an exclusive license under the PATENTS LICENSED TO GRIFFIN to make, use and sell articles coming within the scope of protection of the PATENTS LICENSED TO GRIFFIN.

2.4 GRIFFIN hereby grants GC, effective upon assignment to GRIFFIN of the ASSIGNED PATENT by GC, a non-exclusive license under the PATENT LICENSED TO GC to make, use and sell articles coming within the scope of protection of the PATENT LICENSED TO GC, except articles as now known and identified by GC by the ASSIGNED TRADEMARKS. The grant of this license is conditioned upon GC not manufacturing, marketing, distributing, or selling any products that infringe upon any intellectual property rights of GRIFFIN or any assignee of GRIFFIN.

2.5 GC shall deliver to GRIFFIN, within thirty (30) days after this AGREEMENT has been executed by both GC and GRIFFIN all tooling, equipment, fixtures, finished goods, work in progress, drawings and files, wherever situated, related to articles now known and identified by GC by the ASSIGNED TRADEMARKS.

III. PAYMENTS

3.1 GRIFFIN shall execute a release in the form attached hereto at the time this AGREEMENT has been executed by both GC and GRIFFIN, whereby GC and Graphic Controls Corporation are released from any obligation to pay GRIFFIN \$91,837.20.

3.2 The license granted by GRIFFIN to GC pursuant to paragraph 2.4 shall be free of any payments by GC to GRIFFIN.

IV. LICENSE TERMINATIONS

4.1 As each PATENT LICENSED TO GRIFFIN expires, the license granted in Paragraph 2.3 under the expiring patent shall terminate.

4.2 The license granted in Paragraph 2.4 shall terminate upon expiration of the PATENT LICENSED TO GC.

V. ASSIGNMENT OF RIGHTS

Both GC and GRIFFIN may assign their rights under this AGREEMENT, but not their obligations, to a third party without prior approval of the other party hereto. Neither GC nor GRIFFIN may assign their obligations under this AGREEMENT to a third party without prior approval of the other party hereto.

VI. NOTICES

All notices from one party to the other relating to this AGREEMENT shall be served by registered or certified mail addressed to:

GC:

GRAPHIC CONTROLS CORPORATION

189 Van Rensselaer Street

Buffalo, New York 14210

ATTN: President

GRIFFIN:

Michael Griffin

34255 Agua Dulce Cyn. Rd.

Agua Dulce, California 91350

with a copy to:

Bruce a. Nahin
Nahin Law Corporation
23929 Valencia Boulevard
Valencia, California

VII. DISPUTES, INTERPRETATION AND CONSTRUCTION

7.1 GC and GRIFFIN shall cooperate to effectuate the letter and spirit of this Agreement. GC and GRIFFIN shall attempt in good faith to resolve any questions, issues, or disputes arising out of or relating to this Agreement, which may occur in the future, promptly by negotiations between the individuals who have authority to settle the controversy. Such controversies may arise during implementation of this Agreement or later.

7.2 Either GC or GRIFFIN may give the other written notice of any controversy not resolved in the normal course of business. Within twenty (20) days after delivery of that notice, GC and GRIFFIN shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within sixty (60) days of the disputing party's notice, or if GC and GRIFFIN fail to meet within twenty (20) days, either GC or GRIFFIN may initiate mediation of the controversy as provided below. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiators(s) shall be given at least thirty (30) working days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this Paragraph 7.2 shall be confidential and shall be treated as compromise and settlement negotiations.

7.3 If the controversy has not been resolved as provided above, GC and GRIFFIN shall endeavor to settle the controversy by mediation under the then-current Judicial Arbitration or Mediation Services Model Procedure for Mediation of Business Disputes. The neutral third party shall be selected from the JAMS Panels of Neutrals. If GC and GRIFFIN encounter difficulty in agreeing on a neutral, they shall seek the

assistance of JAMS in the selection process. GC and GRIFFIN shall agree upon a mutually acceptable time and place for each mediation session and the costs of the mediation shall be shared equally by GC and GRIFFIN. California shall be the jurisdiction of such arbitration or mediation.

7.4 Efforts to reach a settlement shall continue until the conclusion of the mediation proceeding, which is deemed to occur when:

- (a) a written settlement is reached, or
- (b) the mediator concludes and informs GC and GRIFFIN in writing that further efforts would not be useful, or
- (c) GC and GRIFFIN agree in writing that an impasse has been reached.

Neither GC nor GRIFFIN may withdraw before the conclusion of the proceeding. GC and GRIFFIN regard this obligation to mediate as an essential provision of the Agreement and one that is legally binding on them. In case of a violation of such obligation by one party, the other party may bring an action to seek enforcement of such obligation in any court of law having jurisdiction thereof.

7.5 If the controversy has not been resolved by negotiation or mediation as provided above, GC and GRIFFIN shall settle the controversy by arbitration under the then-current JAMS by one neutral arbitrator.

7.6 This Agreement shall be interpreted and construed in accordance with the laws of the State of California.

7.7 A waiver by either GC or GRIFFIN of compliance by the other party with any of the terms, covenants and conditions of this Agreement or of any breach thereof on the part of the other party shall not constitute a waiver of further compliance with such term, covenant or condition or the right to terminate this Agreement in the event of any subsequent breach thereof.

7.8 GC and GRIFFIN each shall have the remedy of specific performance an injunction to secure its rights which are granted by this Agreement. However, such remedies are not exclusive and are in addition to those granted by law.

7.9 Nothing contained in this Agreement shall be construed so as to require the commission of any action contrary to law, and wherever there is any conflict between any provision of the Agreement and any material statute, law or ordinance, contrary to which GC and GRIFFIN have no legal right to contract, the latter shall prevail; but in such event, the provision of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within the legal requirements.

7.10 Any amendment or modification of this Agreement shall be in writing and signed or acknowledged by GC and GRIFFIN by such amendment or modification.

VIII. FORCE MAJURE

If the performance of this Agreement by either GC or GRIFFIN, or of any obligation under this Agreement, is prevented, restricted, or interfered with by reason of war, revolution, civil commotion, acts of public enemies, blockade, embargo, strikes, any law, order, proclamation, regulation, ordinance, demand, or requirement of any government or any judicial authority or representative of any such government, which are beyond the reasonable control of the party affected, the party so affected shall, upon giving prior written notice to the other party, be excused from such performance to the extent of such prevention, restriction or interference, provided that the party so affected shall use its best efforts to avoid or remove such causes of nonperformance, and shall resume performance hereunder with the utmost dispatch whenever such causes are removed. Upon such circumstances arising, the parties shall meet forthwith to discuss, what, if any, modification may be required to the terms of this Agreement in order to arrive at an equitable solution.



IN WITNESS WHEREOF, the parties hereto, intending to be legally bound have executed this AGREEMENT in duplicate below on the dates indicated.

Graphic Controls Corporation

By: Frank Michael D'Amore

V.P. and General Counsel

11/10/98

(Date)

Michael Griffin

Michael Griffin

12-2-98

(Date)

SCHEDULE B

REGISTERED TRADEMARKS

LOOK

TECTOR

TECTOR

EXHIBIT B

TRADEMARK ASSIGNMENT

WHEREAS, Graphic Controls Corporation, a corporation organized and existing under the laws of the State of New York, having its principal place of business at 189 Van Rensselaer Street, Buffalo, New York 14210 (hereinafter referred to as "GC"), has adopted, used and is using the POINT-LOK trademark, U.S. Registration 1,951,714 (hereinafter referred to as the "trademark");

WHEREAS, MICHAEL GRIFFIN, an individual residing at 34255 Agua Dulce Cyn. Rd., Agua Dulce, California 91350, (hereinafter referred to as "GRIFFIN") is desirous of acquiring said trademark and registration thereof, and the good will of the businesses in connection with which said trademark is used;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, GC does hereby sell, assign, and transfer unto GRIFFIN, his successors and assigns, all right, title and interest in and to said trademark and registration thereof, together with the good will of the businesses in connection with which said trademark is used, with any and all rights of action for infringement thereof to be held and enjoyed by GRIFFIN, his successors and assigns for his own use and benefit and for the use and benefit of any of his successors or assigns, to the full end of the term for which said rights exist and have been granted, as fully and entirely as they would have been held and enjoyed by GC if this sale, assignment and transfer had not been made.

GC hereby agrees to execute any and all such further instruments and documents and will do or cause to be done any and all such further acts as may be reasonably necessary in order to establish or perfect in GRIFFIN the entire right, title and interest in and to said trademark hereby sold, assigned and transferred to GRIFFIN.

IN WITNESS WHEREOF, GC has caused these presents to be executed
by its duly authorized representative on this 10th day of November, 1998.

Graphic Controls Corporation

By: Frank Michael D'Amore
Frank Michael D'Amore

Its: Vice President, General Counsel and
Secretary

Date: 11/10/98



EXHIBIT C

TRADEMARK ASSIGNMENT

WHEREAS, Graphic Controls Corporation, a corporation organized and existing under the laws of the State of New York, having its principal place of business at 189 Van Rensselaer Street, Buffalo, New York 14210 (hereinafter referred to as "GC"), has adopted, used and is using the TIP PROTECTOR trademark, U.S. Registration 1,166,353 (hereinafter referred to as the "trademark");

WHEREAS, MICHAEL GRIFFIN, an individual residing at 34255 Agua Dulce Cyn. Rd., Agua Dulce, California 91350, (hereinafter referred to as "GRIFFIN") is desirous of acquiring said trademark and registration thereof, and the good will of the businesses in connection with which said trademark is used;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, GC does hereby sell, assign, and transfer unto GRIFFIN, his successors and assigns, all right, title and interest in and to said trademark and registration thereof, together with the good will of the businesses in connection with which said trademark is used, with any and all rights of action for infringement thereof to be held and enjoyed by GRIFFIN, his successors and assigns for his own use and benefit and for the use and benefit of any of his successors or assigns, to the full end of the term for which said rights exist and have been granted, as fully and entirely as they would have been held and enjoyed by GC if this sale, assignment and transfer had not been made.

GC hereby agrees to execute any and all such further instruments and documents and will do or cause to be done any and all such further acts as may be reasonably necessary in order to establish or perfect in GRIFFIN the entire right, title and interest in and to said trademark hereby sold, assigned and transferred to GRIFFIN.



IN WITNESS WHEREOF, GC has caused these presents to be executed
by its duly authorized representative on this 10th day of NOVEMBER, 1999.

Graphic Controls Corporation

By: Frank Michael D'Amore
Frank Michael D'Amore

Its: Vice President, General Counsel and
Secretary

Date: 11/10/99

EXHIBIT D

TRADEMARK ASSIGNMENT

WHEREAS, Graphic Controls Corporation, a corporation organized and existing under the laws of the State of New York, having its principal place of business at 189 Van Rensselaer Street, Buffalo, New York 14210 (hereinafter referred to as "GC"), has adopted, used and is using the TIP PROTECTOR trademark, U.S. Registration 1,082,383 (hereinafter referred to as the "trademark");

WHEREAS, MICHAEL GRIFFIN, an individual residing at 34255 Agua Dulce Cyn. Rd., Agua Dulce, California 91350, (hereinafter referred to as "GRIFFIN") is desirous of acquiring said trademark and registration thereof, and the good will of the businesses in connection with which said trademark is used;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, GC does hereby sell, assign, and transfer unto GRIFFIN, his successors and assigns, all right, title and interest in and to said trademark and registration thereof, together with the good will of the businesses in connection with which said trademark is used, with any and all rights of action for infringement thereof to be held and enjoyed by GRIFFIN, his successors and assigns for his own use and benefit and for the use and benefit of any of his successors or assigns, to the full end of the term for which said rights exist and have been granted, as fully and entirely as they would have been held and enjoyed by GC if this sale, assignment and transfer had not been made.

GC hereby agrees to execute any and all such further instruments and documents and will do or cause to be done any and all such further acts as may be reasonably necessary in order to establish or perfect in GRIFFIN the entire right, title and interest in and to said trademark hereby sold, assigned and transferred to GRIFFIN.



IN WITNESS WHEREOF, GC has caused these presents to be executed
by its duly authorized representative on this 10th day of November, 1998.

Graphic Controls Corporation

By: Frank Michael D'Amore
Frank Michael D'Amore

Its: Vice President, General Counsel and
Secretary

Date: 11/10/88

