

04-26-2000



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MRD 4.3.00

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 GRINNELL CORPORATION

Execution Date
Month Day Year
03022000

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization DELAWARE

Receiving Party

Mark if additional names of receiving parties attached

Name SUPPLY SALES CO.

DBA/AKA

Composed of

Address (line 1) 3 TYLCO PARK

Address (line 2)

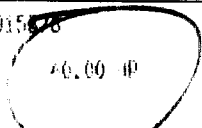
Address (line 3) EXETER NEW HAMPSHIRE 03833
City State/Country Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization DELAWARE

04/26/2000 15H08AZZ 00000044 0915078

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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: 002059 FRAME: 0653

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 (713) 590-1312

Name CHARLES E. HULLBERT

Address (line 1) 6300 WEST BY NORTHWEST BLVD.

Address (line 2) SUITE 700

Address (line 3) HOUSTON, TEXAS 77040

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

2

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<u>0915378</u>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

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.

THE NEWDELL COMPANY BY: CHARLES E. HULLBERT V.P. 03-29-00

Name of Person Signing V.P. Signature Date Signed

ASSIGNMENT OF TRADEMARK

WHEREAS Grinnell Corporation ("Grinnell"), a Delaware corporation, and Supply Sales Co. ("Supply Sales"), a Delaware corporation, together with related entities, entered into a stock and asset purchase agreement dated August 13, 1999 which called for, among other things, the sale and assignment to Supply Sales of certain Grinnell assets, including intellectual property of the Grinnell Supply Sales Division:

WHEREAS Grinnell wishes to assign to Supply Sales, and Supply Sales wishes to acquire a certain trademark known as the "Smith and Design" trademark, together with related goodwill and including the right to sue for past infringement thereunder, as registered with the United States Patent and Trademark Office, Registration Number 915,378 (the "Trademark");

WHEREAS Supply Sales and The Newdell Company ("Newdell"), a Texas corporation, have entered into an asset purchase agreement dated March 2, 2000 which calls for the sale and assignment from Supply Sales to Newdell of certain assets, including the Trademark;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Grinnell does hereby sell, assign, transfer and set over unto Supply Sales its entire right, title and interest in, to and under the Trademark, together with the goodwill of the business in connection with which the Trademark is used. Supply Sales hereby acknowledges the rights of RFPC Holding Corp. as licensee of the Trademark to the extent set forth in that certain Asset Purchase Agreement by and among Smith Valve Corporation, RFPC Holding Corp. and Westinghouse Railway (Canada), Ltd., dated as of February 27, 1995. For purposes of this assignment, Supply Sales agrees to be subject to the obligations of Smith Valve under that certain Trademark Maintenance Agreement dated as of March 1, 1995 by and between Smith Valve and RFPC.

Supply Sales in turn does hereby sell, assign, transfer and set over unto Newdell its entire right, title and interest in, to and under the Trademark, together with the goodwill of the business in connection with which the Trademark is used. Newdell hereby acknowledges the rights of RFPC Holding Corp. as licensee of the Trademark to the extent set forth in that certain Asset Purchase Agreement by and among Smith Valve Corporation, RFPC Holding Corp. and Westinghouse Railway (Canada), Ltd., dated as of February 27, 1995. Newdell agrees to be subject to the obligations of Smith Valve under that certain Trademark Maintenance Agreement dated as of March 1, 1995 by and between Smith Valve and RFPC.

[Signatures on Next Page]

IN WITNESS WHEREOF, on this 2nd day of March, 2000, Grinnell, Supply Sales and Newdell have each in turn executed this Assignment of Trademark.

GRINNELL CORPORATION

SUPPLY SALES CO., INC.

BY: M. Brian Moroze
M. Brian Moroze

ITS: Director and Secretary

BY: Thomas E Fish

ITS: Thomas E Fish
V.P. Finance

THE NEWDELL COMPANY

BY: David W. Pratt

ITS: President

Linda M. Farrell

LINDA M. FARRELL, Notary Public
My Commission Expires August 18, 2004