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IND TRADEMARK OFFICE

101338254

Attorney Docket No. 3562-200001 - 3562-200007

COVER SHEET FOR RECORDAL OF DOCUMENT (TRADEMARK)

Hon. Commissioner of Patents and Trademarks
Washington, D.C. 20231

Sir:

Pursuant to 37 C.F.R. 3.31, enclosed herewith is a document for recordal in this case. The following information is provided:

(1) Name Of Party Conveying or Previously Holding The Interest:

Ingersoll-Rand Company

(2) Name And Address Of Party Receiving or Presently Holding The Interest:

Ingersoll Cinetic Automation Corporation
23400 Halsted Road
Farmington Hills, Michigan 48335

(3) Description Of The Transaction To Be Recorded:

Assignment License
 Change of Name Other _____

(4) Application(s) and/or Trademark Registration(s) Against Which Enclosure Is To Be Recorded:

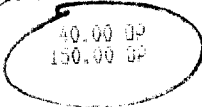
Serial Number _____, filed _____
 Application being filed concurrently herewith.
 Other (See Attached Exhibit A).

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an enveloped addressed to: Commissioner of Patents and Trademarks, Washington, D.C. 20231 on April 6, 2000

By: [Signature], Attorney for Applicant

04/28/2000 DNGUYEN 00000156 1590637



01 FD:481
02 FD:482

(5) **Name And Address Of The Party To Whom Correspondence Concerning The Request To Record Should Be Mailed:**

Monte L. Falcoff
Harness, Dickey & Pierce, P.L.C.
P.O. Box 828
Bloomfield Hills, Michigan 48303

(6) **Number Of Applications and/or Trademark Registrations Identified In The Cover Sheet And Total Recordal Fee:**

Number of Applications/Registrations: 7
Total Recordal Fee Enclosed: \$190.00

(7) **Date(s) The Document Was Executed:** March 23, 2000

(8) **The Present Owner Of The Trademark Is Domiciled In The United States:**

Yes No

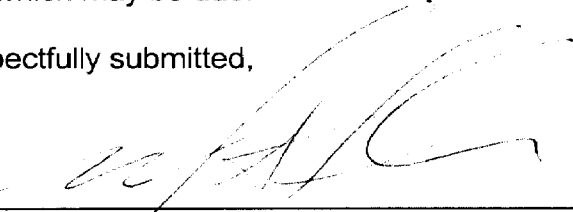
If "No", An Appointment of Domestic Representative:

- Has already been filed.
- Is enclosed herewith.
- Is not required. (Change of Name only)

To the best of my knowledge and belief, the foregoing information is true and correct, and if the attached is not an original document, the undersigned verifies that it is a true copy of the original.

If, for some reason, Applicant(s) has/have not paid a sufficient fee, please charge our Deposit Account No. 08-0750 for any further fees which may be due.

Respectfully submitted,

By: 

 Monte L. Falcoff
 Reg. No. 37,617
 Attorney for Applicant(s)

Date: April 6, 2000

ASSIGNMENT

ASSIGNMENT made this 23rd day of March 2000 by and between Ingersoll-Rand Company ("Assignor"), a New Jersey corporation having its principal place of business at 200 Chestnut Ridge Road, Woodcliff Lake, New Jersey 07675 and Ingersoll Cinetic Automation Corporation ("Assignee"), a Delaware corporation having its principal place of business at 23400 Halsted Road, Farmington Hills, Michigan 48335.

WHEREAS, Assignor owns and has used, or is using, the trademarks listed in the attached Exhibit A (the "Marks") in the United States and throughout the world.

WHEREAS, Assignor owns the U.S. and corresponding foreign trademark registrations for the Marks.

WHEREAS, Assignee is desirous of acquiring the Marks and all rights therein, including the goodwill of the business associated therewith, as well as the U.S. Federal and corresponding foreign registrations identified therefore.

NOW, THEREFORE, in consideration of One Dollar (U.S.) and other valuable consideration, the receipt of and sufficiency of which is hereby acknowledged, Assignor hereby conveys, transfers, and assigns to Assignee all its rights, title, and interest in and to the Marks and the U.S. federal registrations and applications identified therefore, together with the goodwill of the business symbolized thereby, as well as the corresponding foreign trademark applications and registrations.

Assignor further assigns to Assignee all rights to sue for and receive all damages occurring from past infringing uses of the Marks.

Assignor warrants that it has good and valid title to the Marks, including the registrations therefore.

Assignor agrees that upon request by Assignee, Assignor shall execute all papers, make all rightful oaths, testify on behalf of Assignee and do all other lawful acts necessary to carry out the intent of this Assignment at Assignee's expense and request, as well as provide such other material, information, or assistance as Assignee may consider necessary.

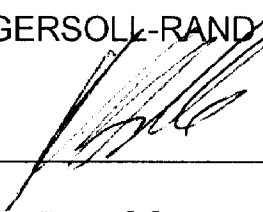
This Assignment shall be binding on the parties, their successors and/or assigns and all others acting by, through, with, or under their direction, and all those in privity therewith.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue registrations on trademark and service mark applications, to issue any and all Certificates of Registration on said applications, and on any renewal applications therefore, to Ingersoll Cinetic Automation Corporation as Assignee of the entire interest. Assignor hereby covenants that it has full right to convey the entire interests herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the present trademark.

(Assignment)

On behalf of ~~INGERSOLL-RAND COMPANY~~

By: 

Printed Name: Ronald G. Heller

Title: Secretary
(officer)

State of New Jersey)
County of Bergen) ss.

Sworn to and subscribed before me this 13rd day of March, 2000.

Luis J. Klaw
Notary Public,

(seal) Bergen County, State of New Jersey

My Commission Expires: 8-16-2000

EXHIBIT A

MARK	REG. NO.	U.S. SERIAL NO.	HDP ATTORNEY DOCKET NO.
Micro-Tas	1,590,637	73/790,031	3562-200001
Centri-Blast	703,904	72/089,330	3562-200002
Centri-Spray	954,015	72/336,367	3562-200003
Mod-Kleen	1,781,115	74/333,226	3562-200004
Equi-Torque	1,011,382	73/025,971	3562-200005
Centri-Spray	620,295	71/647,831	3562-200006
Insight	(Pending)	75/433,727	3562-200007

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