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Expires 06/30/99
OMB 0651-0027



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

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OPR/FINANCE

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

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
3/16/00

Name

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 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

FOR OFFICE USE ONLY

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 Practice. 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: 002065 FRAME: 0114

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

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. #

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"/>	<input type="text" value="2,324,969"/>	<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. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

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: #

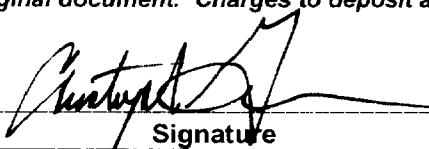
Authorization to charge additional fees: Yes No

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.

Christopher J.I. Gannon

Name of Person Signing



Signature

4/5/00

Date Signed

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Assignment Agreement") is made effective as of this 16th day of March, 2000, by and between Lord Corporation, a Pennsylvania Corporation, having a place of business at 111 Lord Drive, P.O. Box 8012, Cary, NC ("Lord"), and Lord Techmark, Inc., a Delaware Corporation, with its only place of business at 501 Silverside Road, Suite 67, Wilmington, Delaware ("Techmark").

BACKGROUND

The background to this agreement is as follows. Lord is the owner of 100% of the issued and outstanding shares of common stock of Techmark. Lord is also the owner of certain trademarks, together with all registrations therefor and all pending applications for registration therefor, all as more particularly herein (the "Trademarks"). Lord is desirous of assigning all of its right, title and interest in and to each of the Trademarks to Techmark, and Techmark is desirous of accepting the same.

AGREEMENT

In consideration of the mutual promises and covenants made herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

(A) Lord does hereby assign, transfer and convey unto Techmark all right, title and interest in and to the following Trademarks together with all goodwill associated therewith, including all registrations therefor and all pending applications for registrations therefor:

Registration No. 2,324,969 WINPHASE

(B) Techmark hereby accepts the assignment described in Paragraph (A) hereto. Techmark hereby assumes all liabilities and obligations in connection with such assignment, except as otherwise agreed by the parties in writing.

(C) Lord agrees to take whatever further action is deemed necessary or appropriate by Techmark to effect the transfer of the Trademarks properly and completely to Techmark and to establish full custody of the Trademarks in Techmark.

(D) This Assignment Agreement shall be governed by the internal laws of the State of Delaware, without reference to its conflict of law principles.

EXECUTION

IN WITNESS WHEREOF the parties hereto, through their respective authorized officers, have executed this Assignment Agreement to be effective as of the date and year first set forth above.

[SEAL]

[SEAL]

LORD CORPORATION

LORD TECHMARK, INC.

By: James W. Wright

By: Frank S. Zagar

Name: James W. Wright

Name: Frank S. Zagar

Title: Vice President, Legal Affairs and Secretary

Title: Vice President and Assistant Secretary

STATE OF NORTH CAROLINA

STATE OF DELAWARE

COUNTY OF WAKE

COUNTY OF New Castle

On the 16th day of March, 2000, before me, a Notary Public for said County and State, personally appeared James W. Wright and acknowledged that he is the Vice President and Secretary of Lord Corporation, that he is authorized by said Corporation to execute the foregoing Assignment on behalf of said Corporation, and that he did execute the foregoing Assignment pursuant to that authority.

On the 23rd day of March, 2000, before me, a Notary Public for said County and State, personally appeared Frank S. Zagar and acknowledged that he is the Vice President and Assistant Secretary of Lord Techmark, Inc., that he is authorized by said Corporation to execute the foregoing Assignment on behalf of said Corporation, and that he did execute the foregoing Assignment pursuant to that authority.

Witness my hand and seal this the 16th day of March, 2000.

Witness my hand and seal this the 23rd day of March, 2000.

Jillan S. Hoff
Notary Public

MARY B. DUVALL
Notary Public

Melanda Hart
Printed Name

MARY B. DUVALL
Printed Name

My Commission Expires:

My Commission Expires: June 22, 2000

**MARY B. DUVALL
NOTARY PUBLIC**

My Commission Expires: STATE OF DELAWARE

My Commission Expires March 17, 2002

[SEAL]

[SEAL]