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

05-19-2000

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



2:00 MAY 16 PM

101361584

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 # 101265072
- 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 Agreement [ ]

**Conveying Party**

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Syon Corporation

02141997

Formerly [ ]

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other [ ]
- Citizenship/State of Incorporation/Organization Delaware Corporation

**Receiving Party**

Mark if additional names of receiving parties attached

Name Cotter & Company

DBA/AKA/TA [ ]

Composed of [ ]

Address (line 1) 8600 West Bryn Mawr Avenue

Address (line 2) [ ]

Address (line 3) Chicago  
City

IL  
State/Country

60631  
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 Corporation

**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: 002075 FRAME: 0383

**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)

**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

Submitted Jan. 5/00

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.

Richard P. Crowley  
Name of Person Signing

  
Signature

May 16, 2000  
Date Signed



01-05-2000

U.S. Patent & TMOfc/TM Mail Rpt Dt. #47

*man*  
*1/13/00*

**Richard P. Crowley, Counselor at Law, PC**

901 Main Street, P.O. Box 901  
Osterville, Massachusetts 02655-0901  
Telephone: (508) 428-4000  
Facsimile: (508) 428-1900

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January 5, 2000

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~~02-11-2000~~  
~~101265072~~

Assistant Commissioner for Trademarks  
2900 Crystal Drive  
Arlington VA 22202-3513

|     |                 |                    |
|-----|-----------------|--------------------|
| Re: | U.S. Reg. No. : | 2,100,556          |
|     | Mark :          | <b>TRU-BOND</b>    |
|     | Owner :         | Syon Corporation   |
|     | Registered :    | September 30, 1997 |
|     | U.S. Reg. No. : | 0,633,414          |
|     | Mark :          | <b>TRU-BOND</b>    |
|     | Owner :         | Cotter & Company   |
|     | Registered :    | August 28, 1956    |

RECEIVED  
JAN 10 2000  
COMM-FEDERAL

Dear Sir:

Enclosed please find an original Agreement by and between *Syon Corporation* (a Delaware corporation having an address at 280 Eliot Street, Ashland, MA 01720) and *Cotter & Company* (a Delaware corporation having an address at 8600 West Bryn Mawr Avenue, Chicago, IL 60631), dated February 14, 1997.

Please record this Agreement against each of the above-identified U.S. registered trademarks. A check in the amount of \$65.00 is enclosed in payment of the recordal fee. If this fee is deficient, please charge said deficiency to my Deposit Account, No. 03-3816.

Very truly yours,

*Richard P. Crowley*  
Richard P. Crowley

02/10/2000 TTON11 00000169 2100556  
01 FC:481  
02 FC:482

40.00 OP  
25.00 OP

RPC:cmf

Enclosed: Original Agreement  
Check (\$65.00)  
Postcard

TRADEMARK  
REEL: 002075 FRAME: 0385

## AGREEMENT

This agreement, made and effective this *14* day of *February*, 1997, by and between SYON CORPORATION, a Delaware Corporation, having its principal place of business at 280 Eliot Street, Ashland, Massachusetts, 01720, (hereinafter with its successors and assigns SYON) and COTTER & COMPANY, a Delaware Corporation, having its principal place of business at 8600 West Bryn Mawr Avenue, Chicago, Illinois, 60631, (hereinafter with its successors and assigns COTTER).

### WITNESSETH:

WHEREAS, SYON filed a U.S. Trademark Application No. 74/244,886 on February 10, 1992 for the registration of the mark TRU-BOND in block letter form in class 1, for "multicomponent epoxy resin adhesives for general industrial use" alleging first use based on use by a predecessor in title, Fenwal, Inc. of Ashland, Massachusetts, as early as May 1965, which application is presently suspended due to Trademark Registration No. 633,414 (hereinafter Syon mark and Syon goods);

WHEREAS, COTTER filed a U.S. Trademark Application No. 74/273,798 on May 11, 1992 on the mark "TRUBOND and Design" (with the word BOND disclaimed and the design showing TRUBOND within a darker rectangular box with a horizontal line over the TRU and over BOND) for "construction, multipurpose and panel adhesives, contact and household cements, unprocessed acrylic resin for use as glues, super and wood glues" alleging first use of April 26, 1984, which application is presently suspended by an Action dated May 9, 1994, for an acceptable identification of goods and the disposition of the prior filed Syon Trademark Application No. 74/244,886 (hereinafter Cotter mark and Cotter goods);

WHEREAS, SYON has filed, as the Petitioner, a Petition to Cancel U.S. Trademark Registration No. 633,414, registered August 28, 1956 in class 1 for the mark TRU-BOND in block letter form for "cement for securing floor and wall covering tiles in place", which registration alleges a first use date of April 11, 1955, and which cancellation proceeding alleging abandonment and non-use of the mark is pending in the U.S. Patent and Trademark Office (Cancellation No. 21,044);

WHEREAS, COTTER alleges and believes that it is the true and correct owner of Trademark Registration No. 633,414, and that the mark TRU-BOND and Design is in use

in commerce by COTTER for the goods of the registration and has filed a response to the Syon Petition to Cancel and is the respondent in the cancellation proceedings (hereinafter Cancellation mark and Cancellation goods);

WHEREAS, Cotter has filed a Section 9 renewal application of Trademark Registration No. 633,414, however, such renewal has not been accepted due to a failure to pay the renewal fee, recite the goods of record, and to show a clear record chain of title to Cotter, and whereas the trademark registration has been, or will be, cancelled effective November 28, 1996;

WHEREAS, Syon and Cotter, during prosecution of their respective trademark applications, have stated on record that their respective goods are different than the goods of Reg. No. 633,414 and there is no likelihood of confusion with the Cancellation Mark and Cancellation Goods;

WHEREAS, the parties wish to achieve an amicable settlement of all matters relative to the registration and use of their respective use of the mark TRU BOND and to avoid future conflict and infringement in accordance with the following terms and conditions:

1. SYON and COTTER have reviewed the respective identification of the goods, the TRU BOND marks, and the customers, channels of trade and advertising relating to the Syon mark and Syon goods and the Cotter mark and the Cotter goods, and the Cancellation Mark and Cancellation goods, and subject to the terms and conditions of this Agreement, agree and declare that the simultaneous and concurrent use in commerce, and registration of the respective marks and goods is not likely to be confused under the Trademark Act Section 2(d).

2. SYON and COTTER agree that to their best knowledge and belief to date there has been no evidence, or reported evidence, of actual confusion by and between the Syon mark and Syon goods, the Cotter mark and Cotter goods, the Cancellation mark and Cancellation goods, despite nearly 32 years of concurrent use regarding the Syon mark and Syon goods and the Cancellation mark and Cancellation goods, and nearly twelve years between the Syon mark and Syon goods and the Cotter mark and Cotter goods.

3. COTTER consents to the use and registration of the Syon mark and Syon goods in the industrial field and Cotter agrees not to use or register the Cotter mark for adhesives in the industrial field.

4. SYON consents to the use and registration of the Cotter mark and Cotter goods (as amended and subject to this Agreement) and Syon agrees not to use or register the Syon mark for household adhesives for use in the retail field.

5. SYON and COTTER agree not to oppose or contest, or aid others to oppose or contest, the use and registration of their respective Syon mark and Syon goods and the Cotter mark and Cotter goods (as amended).

6. In the event that Cotter files a U.S. trademark application on the Cotter mark for the goods of the cancellation registration, to wit, "cement for securing floor and wall covering tiles in place", then Syon agrees not to oppose or contest or to aid others to oppose or contest the registration and use of the Cotter mark for the cancellation identification of goods.

7. COTTER agrees during the prosecution of the Cotter application for the Cotter mark and Cotter goods, to amend or cause to be amended, prior to publication and registration, the identification of Cotter goods to include the restriction on the Cotter goods to household cements, glues or adhesives for use in the retail field or similar language acceptable to Cotter, the trademark Examiner, and Syon, which approval by Syon shall not be unreasonably withheld.

8. SYON and COTTER agree to cooperate diligently and in good faith with each other in a manner to permit the passage to publication and registration of their respective U.S. Trademark application for the Syon mark and Syon goods, and Cotter mark and Cotter goods, and to resolve all matters relative to their respective marks.

9. The parties agree for a period of five (5) years from the effective date to notify each other promptly in the event that any incident or evidence occurs with respect to any actual confusion between the respective uses of the Syon mark and Syon goods, and the Cotter mark and Cotter goods, and to confer and to take such necessary and reasonable action to prevent or avoid any future incidents of actual confusion or likelihood of confusion.


10. The parties agree to bear their own attorney costs and other expenses relative to all proceedings and this consent to use agreement.

11. All notices and communication provided herein shall be sent by certified or registered mail to the parties at the addresses set forth above or such other address as substituted by written notice.

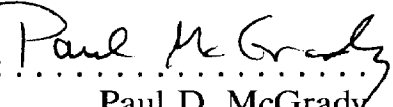
12. This agreement shall be governed by and construed in accordance with the laws of the State of Illinois and agree that the Federal Courts located in or contiguous to Cook County, Illinois should be the exclusive venue for any action hereunder.

In witness whereof, the authorized attorneys for each party hereto set their hands and seals hereto on the date first written above.

SYON CORPORATION

By:   
Richard P. Crowley  
Trademark Attorney

COTTER & COMPANY

By:   
Paul D. McGrady  
Trademark Attorney