

05-23-2000



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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

5.1.00

- 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

Execution Date  
Month Day Year

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

05/22/2000 DNGUYEN 00000167 080385 985300

FOR OFFICE USE ONLY

01 FC:481 40.00 CH  
02 FC:482 75.00 CH

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: 002076 FRAME: 0855

**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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="985300"/>	<input type="text" value="1237058"/>	<input type="text" value="1435386"/>
<input type="text" value="542404"/>	<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:

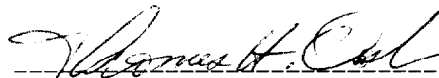
Yes

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.

Thomas H. Osborn, Reg. 40,752



5/1/00

Name of Person Signing

Signature

Date Signed

SECRETARY'S CERTIFICATE  
REGARDING ASSESTS TRANSFERRED

WHEREAS, UNITED TECHNOLOGIES CORPORATION ("UTC"), located at One Financial Plaza, Hartford, Connecticut 06101, doing business, prior to January 1, 2000, through its former HAMILTON STANDARD DIVISION ("HSD") located at One Hamilton Road, Windsor Locks Connecticut 06096, adopted and used in its business, the trademarks HAMILTON STANDARD registered under Nos. 985300, 1237058, 1435386; and HAMILTON STANDARD OVAL registered under No. 542404 in the United States Patent and Trademark Office; and

WHEREAS, on January 1, 2000 UTC assigned certain of its assets relating to the operation of the business HSD to HAMILTON SUNDSTRAND CORPORATION ("HSC") to enable HSC to carry on the business of HSD and further agreed to execute documents necessary to perfect such assignment;

NOW THEREFORE, I certify that by the ASSIGNMENT, ASSUMPTION AND TRANSFER OF ASSETS AGREEMENT, executed January 1, 2000, UTC did assign the above enumerated registered trademarks. I further certify that the attached is a true copy of said Agreement.

UNITED TECHNOLOGIES CORPORATION

By:  \_\_\_\_\_

Michael A. Monts  
Assistant Secretary

ASSIGNMENT, ASSUMPTION AND TRANSFER OF ASSETS AGREEMENT

ASSIGNMENT AND TRANSFER OF ASSETS AGREEMENT ("Agreement"), made this <sup>16<sup>th</sup></sup> day of December, 1999, by and between UNITED TECHNOLOGIES CORPORATION, Hamilton Standard Division a Delaware corporation ("United") and HAMILTON SUNDSTRAND CORPORATION ("HSC"), a Delaware corporation. Both of the foregoing hereinafter collectively referred to as the Parties.

WHEREAS, United has established HSC as a wholly-owned subsidiary and desires to assign and transfer to HSC the business ("Business") of United's Hamilton Standard Division (the "Division");

WHEREAS, HSC desires to assume and accept the Business and to continue and develop such Business; and

WHEREAS, this Agreement is intended to effectuate the assignment and transfer from United to HSC of certain assets of the Division, and the assumption by HSC of certain related liabilities.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**I. ASSIGNMENT OF ASSETS**

United, effective as of January 1, 2000, does hereby assign and transfer unto HSC and its successors and assigns, on an AS-IS and WHERE-IS basis, and HSC does hereby acquire and accept all right, title and interest of United in, to and under the following as such are related to the Business:

- A. Division Inventory. All inventories, including supplies, raw materials, work-in-process and finished goods, that are currently controlled exclusively by the Division (or its suppliers), used exclusively by the Division (or its suppliers) in connection with the Business and owned by United.
- B. U. S. Government Inventory. With effect as of the date on which United shall receive the appropriate approval therefor from the U. S. Government, all right and interest of United as of the date hereof in, to and under all inventories, including supplies, raw materials, work-in-process and finished goods, that are currently controlled exclusively by the Division (or its suppliers), used exclusively by the Division (or its suppliers) in connection with the Business and owned by the U. S. Government.
- C. Division Fixed Assets. The fixed assets, including buildings, equipment, machinery, vehicles, fixtures, tools, dies, furniture, furnishings and plant and office equipment, that are currently controlled exclusively by the Division (or its suppliers), used exclusively by the Division (or its suppliers) in connection with the Business and owned by United.
- D. U. S. Government Fixed Assets. With effect as of the date on which United shall receive the appropriate approval therefor from the U. S. Government, all right and interest of United as of the date hereof in, to and under all fixed assets, including equipment, machinery, vehicles, fixtures, tools, dies, furniture, furnishings and plant and office equipment, that are currently controlled exclusively by the Division (or its suppliers), used exclusively by the Division (or its suppliers) in connection with the Business and owned by the U. S. Government.
- E. Division Intellectual Property. All intellectual property including, technical information, know-how, inventions, patent applications, patents, trademarks, copyrights, software, source code, data, formulae, designs, drawings, blueprints and any other technical information which is currently controlled exclusively by the Division and used by the Division in connection with the Business. This assignment is subject, however, to any prior rights therein granted to others by United, and to the grant back from HSC to United of an irrevocable, paid-up, worldwide, non-exclusive license

to use such intellectual property to make, have made, use, have used, and sell or have sold, the products and services of United and its majority owned or controlled subsidiaries. United agrees that it shall, upon request of HSC, execute any and all documents necessary to effect or perfect the recordation of the assignment and transfer of intellectual property (however, HSC shall pay any recordation fees), including execution of deeds of assignment.

- F. Division Records. Customer and supplier lists, sale and business records, reports, plans, data, records, correspondence, engineering, production, chemical, regulatory, OSHA, safety and environmental reports, designs, drawings and documents, maintenance schedules, operating and production records, inventory records, policies, procedures, business plans, copies of personnel records of the Division employees (subject to any applicable confidentiality undertakings or requirements), marketing or other studies for the Business as conducted as of the date hereof and other documents, to the extent reasonably necessary to the conduct of the Business as the same is carried on as of the date hereof by United, it being understood that United shall be entitled to retain such originals or copies of, and have access to, such documents or records as are necessary to or desirable for the continued conduct of its business.
- G. Permits. To the extent transfer is permitted under applicable law or regulation, all permits, authorizations, approvals, registrations, rights of way, orders, waivers, variances or other approvals or licenses under or granted by any federal, state, foreign, or local statute, ordinance or regulation or authority, held by the Division or United that relate exclusively to the Business as conducted as of the date hereof.
- H. Financial Accounts. All accounts and notes receivable and all accounts payable arising exclusively out of the conduct of the Business.
- I. Prepaid Expenses. All prepaid lease fees, advances and other prepaid expenses reflected on the books and records of the Division, and deposits and deferred charges attributable to the contracts, commitments and agreements of the Division and/or United that are assigned by United to HSC.
- J. Client Relationship. All assets in the form of client relationships and goodwill pertaining to the Business.
- K. Division Real Property. The Real Property listed on Exhibit A which is currently controlled exclusively by the Division, used exclusively by the Division in connection with the Business and owned by United. United agrees that it shall execute any and all documents necessary to effect or perfect the recordation of the assignment and transfer of the Real Property (however, HSC shall pay any transfer tax and recordation fees), including execution of Quitclaim deeds substantially in the form of Exhibit B. For the avoidance of doubt all Real Property leases are not being transferred under this Agreement.

## II. TRANSFER OF EMPLOYEES

- A. Effective January 1, 2000, United hereby transfers unto HSC and its successors and assigns and HSC does hereby accept all employees of the Division (the "Transferred Employees"). Such employment shall initially be upon substantially the same terms and conditions as each such Transferred Employee was employed immediately prior to so becoming an employee of HSC; provided that nothing contained in this Agreement shall directly or by implication confer any benefit or right upon any such employee or any third party or shall prevent HSC from demoting, terminating or in any other manner affecting the employment after the date hereof of any Transferred Employee.
- B. Effective January 1, 2000, HSC agrees to assume, pay, perform and discharge in a timely and satisfactory manner all debts, liabilities and obligations of United to be performed or discharged in

connection with the Transferred Employees, whether due or to become due, accrued or contingent, including without limitation all salary, benefits, claims and other amounts payable or due to the Transferred Employees in respect of their employment by United or HSC.

### III. ASSIGNMENT OF CONTRACTS

- A. Effective January 1, 2000, United hereby assigns and transfers to HSC and its successors and assigns, and HSC does hereby acquire and accept, all right, title and interest of United, to and under all contracts, subcontracts, commitments, leases, patent, know-how and trademark licenses, union agreements, proprietary information agreements, purchase and sale orders, proposals, quotations and other agreements entered into by the Division exclusively in connection with the Business and which are in effect on the date hereof, provided that the contracts listed on **Exhibit C** annexed hereto and made a part hereof shall not be included (the transferred contracts, are hereinafter collectively referred to as the "Transferred Contracts"; the non-transferred contracts, are hereinafter referred to as the "Non-Transferred Contracts").
- B. Effective January 1, 2000, HSC hereby agrees to assume and to pay, perform and discharge all debts, liabilities and obligations of United arising out of or to be performed or discharged under any Transferred Contract, whether due or to become due, accrued or contingent, in a timely and satisfactory manner and in accordance with the terms and conditions thereof.
- C. Effective January 1, 2000, HSC hereby agrees to perform the effort called for by the Non-Transferred Contract as subcontractor to United and hereby agrees to all the terms and conditions of the Non-Transferred Contract as if it was the named party on the contract. If applicable, United shall provide any funds received on the Non-Transferred Contracts to HSC for the effort performed during that period.

### IV. ASSUMPTION OF LIABILITIES

- A. HSC hereby assumes and agrees to pay, perform and discharge the following debts, liabilities and obligations of United, whether due or to become due, accrued or contingent, in a timely and satisfactory manner: (i) all accounts and notes payable arising exclusively out of or attributable to the conduct of the Business and (ii) all liabilities arising out of sales or production of products by the Division or out of the operation of the Business or ownership by United of the assets used in connection with the Business. Further HSC agrees to indemnify United for all debts, liabilities and obligations of United arising out of HSC's performance or non-performance, or United's guarantees or other assurances, either express or implied, of such performance, of any Transferred Contract.

### V. U. S. GOVERNMENT CONTRACTS

Notwithstanding the above provisions, this Agreement shall not constitute an assignment of any Transferred Contract to which the U. S. Government is a party unless and until United, HSC and the U. S. Government shall have entered into a novation agreement with respect thereto. HSC and United will cooperate in submitting the information and executing the novation agreement required by subpart 42.1204 of the Federal Acquisition Regulations. If permissible under applicable law, until the time that the novation agreement is signed, HSC shall perform the effort called for by the Division government contract as subcontractor to United and hereby agrees to all the terms and conditions of the Non-Transferred Contracts as if it was the named party on the contract, United shall continue invoicing the U. S. Government and United shall provide any funds received to HSC for the effort performed in that period.

### VI. UNITED REPRESENTATIONS AND WARRANTIES

United hereby represents and warrants to HSC that United has the unrestricted right to sell and transfer, and upon consummation of the transactions contemplated hereby HSC will receive, good and marketable title

to all assets assigned and transferred hereunder, with the exception of the tangible personal property assigned and transferred pursuant to Sections I.B and I.D hereof.

**VIII. GENERAL**

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. It shall be governed by and construed in accordance with the laws of the State of Connecticut. This Agreement is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of January 1, 2000.

**UNITED TECHNOLOGIES CORPORATION,  
Hamilton Standard Division**

By *RC McKenna*

Name: Ronald F. McKenna

Title: President

**HAMILTON SUNDSTRAND CORPORATION**

By *Michael A. Monts*

Name: Michael A. Monts

Title: Vice President, General Counsel & Secretary