

06-21-2000



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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

5.30.00

- 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
04 26 2000

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

06/21/2000 DNGUYEN 00000036 1414902

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01 FC:481
02 FC:482

40.00 OP
25.00 OP

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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: 002090 FRAME: 0237

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="1414902"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1252847"/>	<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

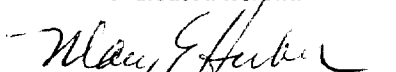
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

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.


Name of Person Signing

Mary E. Huber
Signature

5/25/00
Date Signed

ASSIGNMENT OF TRADEMARKS

ASSIGNMENT, made as of April 26, 2000 from HEXCEL CORPORATION, a Delaware corporation ("Seller"), to BRITAX CABIN INTERIORS, INC., a Delaware corporation ("Buyer").

R E C I T A L S

WHEREAS, pursuant to an Asset Purchase Agreement dated as of March 31, 2000 (as amended to date, the "Asset Purchase Agreement") between Seller and Buyer, Seller has agreed to sell, assign, transfer, convey and deliver to Buyer all of Seller's right, title and interest in and to the Assets (as defined in the Asset Purchase Agreement);

WHEREAS, in consideration for Seller's sale, assignment, transfer, conveyance and delivery of the Assets in accordance with the terms and conditions of the Asset Purchase Agreement, Buyer shall pay to Seller the Purchase Price (as defined in the Asset Purchase Agreement); and

WHEREAS, in connection with Buyer's acquisition of the Assets, Buyer desires to acquire, and Seller is willing to convey, Seller's entire right, title and interest in, to and under the trademarks, common law trademarks and trade names identified in Schedule A attached hereto (the "Trademarks") and all goodwill associated therewith, upon the terms and conditions of the Asset Purchase Agreement.

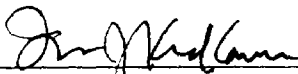
NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns, transfers, conveys and delivers to Buyer all of Seller's right, title and interest in, to and under the Trademarks (including but not limited to the right to sue any person other than a Seller Indemnitee (as defined in the Asset Purchase Agreement) for past infringement), together with the goodwill symbolized by and associated with the Trademarks, and all registrations and applications relating to the Trademarks, for its own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this Assignment had not been made.

Seller hereby agrees to execute, acknowledge and deliver to Buyer all documents as may reasonably be necessary to make a record with any government agencies, courts or third parties of Buyer's ownership of all of Seller's right, title and interest in and to the Trademarks and the goodwill associated therewith; provided, that, Buyer shall reimburse Seller for all out of pocket costs and expenses resulting from any such request, including reasonable attorneys' fees.

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IN WITNESS WHEREOF, Seller has caused this Assignment to be duly executed on as of the first date above written to be effective as of such date.

HEXCEL CORPORATION

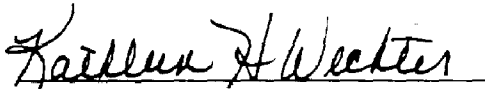
By: 
Name: Ira J. Krakower
Title: Senior VP, General Counsel and Secretary

STATE OF CONNECTICUT)

Ss:

COUNTY OF FAIRFIELD)

On the 20 th day of April, 2000, before me personally came Ira J. Krakower, to me known, who, being by me duly sworn, did depose and say that he is Senior Vice President, General Counsel and Secretary of Hexcel Corporation, the corporation described in and which executed the above instrument; and that he had the authority to sign his name thereto on behalf of said corporation.


Notary Public

Kathleen H. Wechter
My Commission Expires June 30, 2001

SCHEDULE A

Trademarks

<u>Title</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
TECNALITE	US	1,414,902	10/28/86
QUIK BIN	US	1,252,847	10/04/83

Common Law Trademarks and Trade Names

HEATH TECNA (subject to the following)

Seller makes no representation that it owns or possesses any right, title or interest in and to the common law trademark or trade name "HEATH TECNA" or any variation or derivative thereof. For a period commencing on the Closing Date (as defined in the Asset Purchase Agreement) and continuing for 180 days thereafter, Seller shall have an unrestricted right to use the name 'HEATH TECNA' in the conduct of its business.

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