

07-03-2000

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



101395052

101395052 MID: 53

COMPLIANCE

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

5-30-00

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
- ☐ Change of Name
- ☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year
07 01 1999

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

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FOR OFFICE USE ONLY

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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: 002094 FRAME: 0991

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="2238699"/>	<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.

M. Scott Hemphill

Name of Person Signing



Signature

5/11/00

Date Signed

ASSIGNMENT OF TRADEMARK

This Assignment of Trademark, dated as of the 1st day of July, 1999, is made and entered into by and between Altronics, Inc., a Pennsylvania corporation ("Altronics"), and Domain Bank, Inc., a Pennsylvania corporation ("Domain Bank").

WITNESSETH:

WHEREAS, Altronics is the owner and holder of a United States federal trademark registration of the name and mark "Domain Bank"; and

WHEREAS, Altronics desires to assign to Domain Bank, and Domain Bank desires to acquire from Altronics, all of Altronics right, title and interest in and to such trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency are acknowledged by the parties hereto, the undersigned agree as follows:

1. **Assignment.** Altronics hereby sells, assigns, transfers and conveys to Domain Bank all of Altronics' right, title and interest in and to the trade name, trademark and service mark "Domain Bank", including, without limitation, all of Altronics' right, title and interest in and to the service mark "Domain Bank" filed with the United States Patent and Trademark Office on February 3, 1998, and registered on April 13, 1999, Serial Number 75-428169, Registration Number 2238699 (the "Federal Trademark"). Such assignment includes, without limitation, all of the goodwill of Altronics associated with the trade name, trademark and service mark "Domain Bank".

2. **Modification.** This Agreement may be modified only by a separate writing signed by the parties.

3. **Waiver.** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

4. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

5. **Binding Effect; Assignment.** This Agreement shall be legally binding upon and shall inure to the benefit of the parties hereto, their respective successors and permitted assigns. Neither party hereto may assign this Agreement or any rights or obligations set forth herein, in whole or in part, without the prior written consent of the other party.

6. **Governing Law.** This Agreement will be governed by the laws of the Commonwealth of Pennsylvania without regard to conflicts of laws principles, and jurisdiction of any dispute shall lie with a Court of competent jurisdiction located in Pennsylvania.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

ALTRONICS, INC.,
a Pennsylvania corporation

By: _____

Henry A. Lubsen, Jr.,
President

DOMAIN BANK, INC.,
a Pennsylvania corporation

By: _____

Henry A. Lubsen, Jr.,
President



23 West Fourth Street, Bethlehem, PA 18015
tel 610.317.9606 • fax 610.317.9570
www.domainbank.com

May 25, 2000

BY FEDERAL EXPRESS

Commissioner for Trademarks
Box Assignments
Washington, D.C. 20231

Re: Assignment of U.S. Service Mark Registration

Dear Commissioner:

On behalf of Domain Bank, Inc., enclosed for filing you will find an assignment of trademark, along with Cover Sheet. Also enclosed is a check in the amount of \$40.00 to cover the filing fee.

I have also enclosed a self-addressed, stamped postcard to acknowledge receipt. Please date-stamp and return the postcard.

If you have any questions or comments, please contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "MSH", followed by a long horizontal flourish.

M. Scott Hemphill
Vice President & General Counsel

Enclosure