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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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U.S. Patent & TMO/TM Mail Rpt Dt. #57

Commissioner



101408519

the attached original documents or copy thereof.

1. Name of conveying party(ies):

Lainiere De Picardie, Inc.

- Individual(s)
- General Partnership
- Corporation-State Pennsylvania
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: Nov. 17, 1999

2. Name and address of receiving party(ies):

Name: HTC, Inc.

Internal Address: _____

Street Address: 103 Eisenhower Parkway

City: Roseland State: NJ ZIP: 07068

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State New Jersey
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

0895125

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Myron Amer, P.C.

Internal Address: _____

Street Address: 114 Old Country Road

City: Mineola State: NY ZIP: 11501

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41):..... \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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40.00 OP

9. 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.

Myron Amer

Name of Person Signing

Myron Amer

Signature

6/23/00

Date

Total number of pages comprising cover sheet: _____

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is made and entered into as of this 16th day of November, 1999 between Lainiere De Picardie, Inc., a Pennsylvania Corporation, with principal offices at 180 Wheeler Court, Suite A, Langhorne, Pennsylvania 19047 and HTC, Inc., a New Jersey Corporation, with principal offices at 103 Eisenhower Parkway, Roseland, New Jersey 07068.

BACKGROUND

By way of background to this Agreement, the parties hereto have agreed that as part of a previous License Agreement, Lainiere De Picardie, Inc. is obligated to assign to HTC, Inc. the licensed ARMO® Trademarks at this time.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants made herein and in the License Agreement between the parties and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

(A) Lainiere De Picardie, Inc. hereby assigns, transfers and conveys to HTC, Inc. all right, title and interest in and to:

U.S. Trademark Registration 895,125 for ARMO-PRESS®;

U.S. Trademark Registration 441,752 for ARMO & DESIGN®;

U.S. Trademark Registration 881,770 for ARMOFLEXX®; and

Canadian Trademark Registration 162,911 for ARMO® .

(B) HTC, Inc. hereby assumes all liabilities and obligations, and acknowledges existing encumbrances, if applicable, existing or arising in connection with the assignment described in Paragraph (A) hereof, except as otherwise agreed in writing by the parties.

(C) Without limiting the foregoing provisions, Lainiere De Picardie, Inc. agrees to take whatever further action is deemed necessary or appropriate by HTC, Inc. to properly and completely effect the transfer to HTC, Inc. of the Trademarks and to establish full custody and ownership of such Trademarks by HTC, Inc.

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

IN WITNESS WHEREOF the parties hereto, through their respective authorized officers, have executed this Trademark Assignment as of this 16th day of Nov., 1999 and affixed their respective corporate seals hereto.

[SEAL]

Attest:

By: Joyce Duffy, Secretary

Lainiere De Picardie, Inc.

By: John Huss, President
John Huss, President

[SEAL]

Attest:

By: Linda Anderson Sr.

[SEAL]

HTC, Inc.

By: Edward Lidz, President
Edward Lidz, President

Myron Amer, P.C.

Attorney at Law

Patent, Trademarks, Copyrights

114 Old Country Road, Suite 310

Mineola, New York 11501-4477

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Telecopier (516) 746-1298



06-26-2000

U.S. Patent & TMO/TM Mail Rpt Dt. #57

June 23, 2000

Hon. Commissioner of
Patents and Trademarks
Washington, DC 20231

Re: Our File No. P-3891-10
Assignment of U.S. Tm. Reg. No. 0895125
Lainiere De Picardie, Inc. for the mark ARMO-PRESS

Dear Sir:

Enclosed is an Assignment for recording in the United States Patent and Trademark Office in connection with the above-identified trademark registration.

Also enclosed is a check in the amount of \$40.00 to cover the recording fee.

Respectfully,

Myron Amer
MYRON AMER

MA:kad
Enclosures

RECORDED: 06/26/2000

TRADEMARK
REEL: 002104 FRAME: 0112