

07-31-2000



101420366



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

07-03-2000

U.S. Patent & TMO/TM Mail Rpt Dt. #34

1-3-00

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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties

Name

Execution Date
Month Day Year

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

FOR OFFICE USE ONLY

07/28/2000 DNGUYEN 00000154 75483009
01 FC:481 40.00 DP

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

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

704/331-7400

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)

75/483,009	<input type="text"/>	<input type="text"/>
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Number of Properties

Enter the total number of properties involved.

#

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

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:

#

18-1215

Authorization to charge additional fees:

Yes

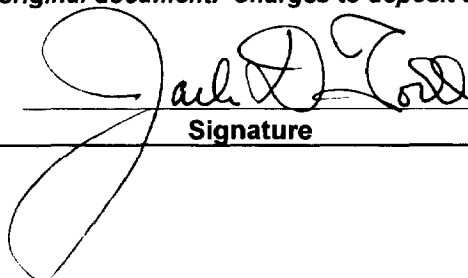
No

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.

Jack D. Todd

Name of Person Signing



Signature

6/29/00

Date Signed

DEED OF ASSIGNMENT OF TRADEMARK APPLICATIONS AND TRADEMARKS

WHEREAS, Menardi MikroPul LLC, a Delaware limited liability company having a place of business at 4404-A Chesapeake Drive, Charlotte, North Carolina, 28216 (hereinafter referred to as "MM LLC"), pursuant to a Purchase Agreement between Hosokawa Micron International Inc. and Beacon Industrial Manufacturing LLC, as amended and restated as of January ___, 2000, is acquiring from Hosokawa Micron International Inc., a Delaware corporation having a place of business at 780 Third Avenue, New York, New York 10017 (hereinafter referred to as "HMII"), all of the assets of that portion of HMII's product recovery product line that include the Hosokawa MikroPul Division located in Summit, New Jersey (formerly Hosokawa MikroPul Environmental Systems) and the Menardi-Criswell Division located in Trenton, South Carolina, and

THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged by HMII, HMII hereby makes the following transfer and promises with respect to the marks listed in Schedule A, attached hereto and incorporated by reference herein, however they may be rendered (e.g., in any style of type and with or without other words) and in whatever language or alphabet it may be written or spoken (generically referred to hereinafter as "the trademarks"):

1. HMII sells, assigns, transfers and conveys unto MM LLC, its successors, assigns and legal representatives, all its right, title, and interest, throughout the world, in, to and under the following:

(a) the trademarks, together with the good will of the marks and of the business(es) to which the trademarks pertain, as well as all right to sue and recover and retain damages for any past, current, or future infringement of the trademarks;

(b) all registrations and pending applications for registration of the trademarks, including, but not limited to, those registrations and/or pending applications for registration listed in the attached Schedule A; and

(c) all rights of trade dress, copyright, and/or trademark in any and all graphic designs that include the trademarks that may have been created or used by HMII, together with the right to sue and recover and retain damages for any past, current, or future infringement by third parties of any such rights.

2. HMII hereby covenants that HMII has the full right to convey the entire right, title and interest herein assigned and that HMII has not executed and will not execute any agreement in conflict herewith.

3. HMII agrees to promptly convey all files associated with the trademarks to MM LLC and to execute any and all other deeds of assignment requested by MM LLC for purposes of recording MM LLC's acquisition of any of the various rights being conveyed to it by HMII in Paragraph 1 of this Deed.

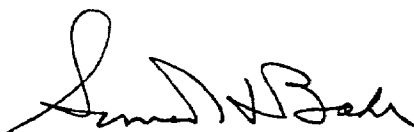
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TRADEMARK
REEL: 002111 FRAME: 0168

4. HMII acknowledges and stipulates that the trademarks are valid and enforceable trademarks, and HMII agrees never to contend otherwise, in legal proceedings or in any other circumstances, or to use the trademarks, anywhere in the world, except pursuant to express written permission obtained from MM LLC or its successor in interest to the rights transferred to it by this Deed.

Signed and sealed as of this day first above written,

HOSOKAWA MICRON INTERNATIONAL INC:

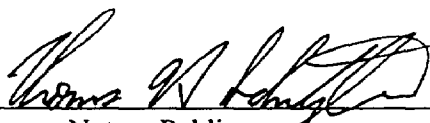


L.S.

Name: Simon H. Baker

Title: Vice President-Taxes and General Counsel

On this 11th day of January, 2000, in the state of North Carolina county of Mecklenburg, has personally appeared before me, a Notary Public for said state and county, Simon H. Baker, to me known and known to be the Vice President-Taxes and General Counsel of Hosokawa Micron International Inc., who stated that he has authority to execute the foregoing deed, signed and sealed as seen above, and who acknowledged the same to be his free act and deed.



Notary Public

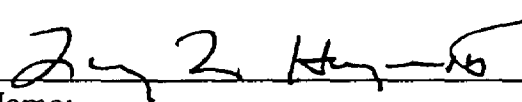
Thomas H. Schaeflein

My Commission Expires August 14, 2000

[NOTARIAL SEAL]

Assignment Accepted:

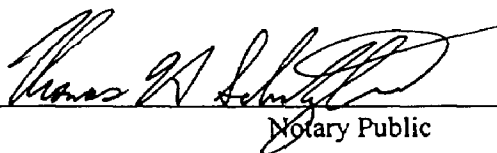
MENARDI MIKROPUL LLC

By: 

Name:

Title:

On this 11 th day of January, 2000, in the state of North Carolina, county of Mecklenburg, has personally appeared before me, a Notary Public for said state and county, Lucy L. Hayes III, to me known and known to be the _____ of Menardi MikroPul LLC, who stated that he/she has authority to accept the foregoing assignment and acknowledged the same to be his/her free act and deed.



Notary Public

My Commission Expires August 14, 2000

[NOTARIAL SEAL]

[Deed of Assignment of Trademark Applications and Trademarks]

TRADEMARK
REEL: 002111 FRAME: 0170

SCHEDULE A**Page 1 of 3****PART 1: U.S. TRADEMARK APPLICATIONS/REGISTRATIONS****REGISTRATIONS**

U.S. TRADEMARK	REG. NO.
POP-TOP	1,734,635
DIAMOND TITE	1,780,028
E-Z TITE	1,809,009
GRAF-O-SIL	951,424
TUFLEX	995,833
CHEMFLEX	1,854,362
BLUFLEX	1,869,641
HCE (and design)	577,947
MIKROTEX	1,129,207
M-C PAL	2,043,452
SDF	2,210,338
ARAFIL	2,165,740
AQUASCREEN	1,163,786
QWIK-CUFF	1,168,252
TUFF-CUFF	1,243,506

APPLICATIONS

U.S. TRADEMARK	APPLN. NO.
MIKROTEMP	75/483,009

1769151.01
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