

08-08-2000



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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

- New
- Resubmission (Non-Recordation)
Document ID # 700001053
- Correction of PTO Error
Reel # [] Frame # []
- Corrective Document
Reel # [] Frame # []

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
Effective Date
Month Day Year []
- Change of Name
- Other []

Conveying Party

- Mark if additional names of conveying parties attached
- Name JW Ltd. Execution Date
Month Day Year 06062000
- Formerly []

- Individual General Partnership Limited Partnership Corporation Association
- Other []
- Citizenship/State of Incorporation/Organization Canada

Receiving Party

- Mark if additional names of receiving parties attached

- Name AstenJohnson, Inc.
- DBA/AKA/TA []
- Composed of []
- Address (line 1) 48 Richardson Road
- Address (line 2) []
- Address (line 3) Kanata, Ontario K2K 1X2 Canada [] []
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 Canada

FOR OFFICE USE ONLY

08/07/2000 DNGUYEN 00000296 220493 1810064
01 FC:481 40.00 CH

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="1810064"/>	<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

Order No. 924

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.

C. Frederick Koenig III, Esquire


Signature


Date Signed

Name of Person Signing

06/07/2000

FORM PTO-1618A
Expires 06/30/00
OMB 0651-0027

700001053
700001053

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

RECORDATION FORM COVER SHEET
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Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name JWI Ltd.

06062000

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization Canada

Receiving Party

Mark if additional names of receiving parties attached

Name AstenJohnson, Inc.

DBA/AKATA _____

Composed of _____

Address (line 1) 48 Richardson Road

Address (line 2) _____

Address (line 3) Kanata, Ontario K2K 1X2 Canada _____
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 Canada

FOR OFFICE USE ONLY

Public burden reporting for the collection of information is estimated to average approximately 20 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 Protocol. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THESE ADDRESSES.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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FORM PTO-1618B
Expires 06/30/99
OMB 0651-0027

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Volpe and Koenig, P.C.

Address (line 1) Suite 400, One Penn Center

Address (line 2) 1817 John F. Kennedy Boulevard

Address (line 3) Philadelphia, PA 19103

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 215-568-6400

Name John J. O'Malley, Esquire

Address (line 1) Volpe and Koenig, P.C.

Address (line 2) Suite 400, One Penn Center

Address (line 3) 1817 John F. Kennedy Boulevard

Address (line 4) Philadelphia, PA 19103

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

2

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)

[Empty boxes for Trademark Application Numbers]

1810064 [Empty boxes for Registration Numbers]

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40

Method of Payment:

Enclosed

Deposit Account

Order No. 924

Deposit Account

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

Deposit Account Number:

22-0493

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.

John J. O'Malley, Esquire

Name of Person Signing

John J. O'Malley
Signature

June 7, 2000

Date Signed

TRADEMARK ASSIGNMENT

WHEREAS, JWILtd ("ASSIGNOR") is a Canadian Corporation having its principal place of business at 48 Richardson Road, Kanata, Ontario K2K 1X2 CANADA;

WHEREAS, AstenJohnson, Inc ("ASSIGNEE"), formerly known as Asten, Inc, is a Canadian Corporation having its principal place of business at 48 Richardson Road, Kanata, Ontario K2K 1X2 CANADA ;

WHEREAS, the parties executed an Asset Purchase Agreement on September 9, 1999 which sold, assigned and transferred certain of ASSIGNOR'S assets including, intellectual property, to Assignor;

WHEREAS, the parties are desirous of confirming and recording the assignment from ASSIGNOR to ASSIGNEE of U.S. Trademark Registration No. 1,810,064 for the mark DURAFIL, hereinafter the TRADEMARK, and the goodwill associated or symbolized therewith; and


NOW, THEREFORE, in consideration of the foregoing and mutual agreements contained in the September 9, 1999 Asset Purchase Agreement, the receipt and adequacy of which is hereby acknowledged by the undersigned, and of other good and valuable consideration, the undersigned representative of ASSIGNOR, intending for the ASSIGNOR to be legally bound, does hereby confirm that ASSIGNOR did sell, assign, transfer and quitclaim to the ASSIGNEE and ASSIGNEE's legal representatives the entire right, title and interest therein and any goodwill of the business symbolized thereby to said TRADEMARK together with all claims for damages by reason of any past, present or future infringement of said TRADEMARK.

In the event that any incident of ownership concerning the TRADEMARK may be deemed at any future date to have not been so assigned as of September 9, 1999, and to still be vested in ASSIGNOR, ASSIGNOR does for the above recited consideration hereby sell, assign, transfer and quitclaim as of September 9, 1999, *nunc pro tunc* to the ASSIGNEE and ASSIGNEE's legal representatives any future rights as may be determined to be remaining in the right, title or interest in said TRADEMARK and any goodwill of the business associated or symbolized thereby together with all claims for damages by reason of any past, present or future infringement of said TRADEMARK.

It is agreed that the ASSIGNOR shall be legally bound upon request from ASSIGNEE to execute all instruments which ASSIGNEE may deem necessary or desirable for securing and maintaining the TRADEMARK hereby assigned, all without further compensation to ASSIGNOR.

The undersigned warrants that the rights and property herein conveyed are free and clear of any encumbrance and that she has a present specific authority to execute this document of behalf of ASSIGNOR.

EXECUTED on behalf of JWI Ltd. 6^Ath day of June, 2000.


Name: OWEN C. SHEPPARD
Title: VICE PRESIDENT