

08-25-2000

FORM PTO-1518A
Expires 06/30/99
OMB 0651-0027



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

101441902

MLO
7-31-00

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 # _____
- 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 _____
- Effective Date
Month Day Year
12 1 97

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year
7 24 00

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/AK/A/T/A

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

REEL: 002125 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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,458,423"/>	<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.

Floyd A. Gibson

Name of Person Signing



Signature

July 27, 2000

Date Signed

**NUNC PRO TUNC ASSIGNMENT
OF
UNITED STATES TRADEMARK REGISTRATION**

WHEREAS, *NFA CORP.*, a Massachusetts corporation, having a principal place of business at 400 Eastern Avenue, Chelsea, Massachusetts 02150 (hereinafter referred to as "ASSIGNOR"), was formerly the exclusive and record owner of the entire right, title, and interest in and to the following Trademark and the corresponding United States Trademark Registration therefor:

Mark: **QUIK/CORD & Design**
Reg. No.: 1,458,423
Registered: September 22, 1987
Class: 25

WHEREAS, *ELASTIC CORPORATION OF AMERICA, INC.*, a Delaware corporation, having a principal place of business at 212 12th Avenue, N.E., Hickory, North Carolina 28601 (hereinafter referred to as "ASSIGNEE"), has acquired and purchased from ASSIGNOR the Trademark and the corresponding United States Trademark Registration, and associated goodwill, from ASSIGNOR effective December 1, 1997;

WHEREAS, through inadvertence and by error, this corresponding United States Trademark Registration was erroneously identified as Reg. No. 1,458,201 in the Assignment executed December 1, 1997 and recorded on February 5, 1998 at Reel/Frame No. 1687/0317; and


WHEREAS, ASSIGNOR and ASSIGNEE desire to correct this error and to confirm and perfect the sale and assignment of said Trademark and corresponding United States Trademark Registration therefor effective December 1, 1997;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby acknowledges and confirms that effective December 1, 1997, ASSIGNOR sold, transferred, and assigned to said ASSIGNEE the entire right, title, and interest in and to the Trademark and the corresponding United States Trademark Registration No. 1,458,423 therefor, together with the goodwill of the business appurtenant to and symbolized by said Trademark, and all rights of action against third parties for past infringement thereof, the same to be held and enjoyed by said ASSIGNEE as fully and entirely as the same would have been held by ASSIGNOR had the sale, transfer, and assignment not been made.

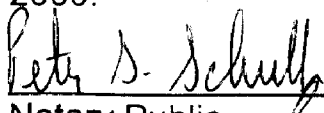
ASSIGNOR hereby warrants and covenants that it had the full power and authority to convey the rights, title, and interests sold, transferred, and assigned to ASSIGNEE, that it has not executed and will not execute any agreement in conflict herewith, and that it will execute any and all other instruments which may be necessary to perfect and evidence ASSIGNEE's ownership of the property and rights herein conveyed.

IN WITNESS WHEREOF, ASSIGNOR, intending to be legally bound, has caused this Nunc Pro Tunc Assignment to be executed by its duly authorized officer, as of the 24 day of July, 2000.

NFA CORP.


By: **Emil S. Bernstein**
Title: **President**

Subscribed and sworn to before me, a Notary Public, of the State of MASSACHUSETTS, County of ESSEX, this 24th day of JULY, 2000.

 (SEAL)
Notary Public

My Commission Expires: 10/5/2000

030272.173655(4434127)

TRADEMARK ASSIGNMENT

This Assignment made this 15th day of December, 1997, from NEA Corp., a Massachusetts corporation ("Assignor") to Elastic Corporation of America, Inc., a Delaware corporation ("Assignee"), WITNESSETH:

WHEREAS, Assignor owns the U.S. and foreign trademark registrations, and has filed registration applications under 15 U.S.C. §1051(a) with respect to the trademarks identified in Schedule A Part I hereto (such trademarks under registration or application, the "Marks"), and

WHEREAS, in connection with the purchase of substantially all of the assets of the Elastic Corporation of America division of Assignor, said parties are desirous of transferring all right, title and interest in and to the Marks and said applications from Assignor to Assignee,

NOW, THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration paid by the Assignee to the Assignor, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby assigns, transfers and conveys to the Assignee, its successors, assigns and other legal representatives all rights, title and interest in the United States and throughout the world, in and to each of the Marks and the registrations thereof and applications to register the same (all as set forth in the said Schedule A), together with the goodwill of the business in connection with which the Marks are used or proposed to be used, and further including all claims for damages by reason of past infringement of the Marks, with the right to sue for, and collect the same for Assignee's own use and benefit.

Whenever requested to do so by Assignee or its successors, assigns or other legal representatives, Assignor shall execute and deliver any and all applications, assignments or other instruments which such requesting party shall deem necessary to more effectively complete the assignment of the Marks, and the registrations and applications referred to herein, and to allow Assignee and its successors, assigns or other legal representatives to apply for and obtain registration thereof or to otherwise protect their respective interests therein.

And the Assignor hereby covenants that it has the full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement or assignment to conflict herewith.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its authorized representative on and as of the date and year first above written.

NEA CORP

David Custy
By David Custy
Its: Chairman

State of New York
County of New York, ss.:

On this 15th day of December, 1997, before me personally appeared David Custy to me known, who, by me duly sworn, did depose and say that he resides at 201 E. 21st Street, Room 201, New York, NY 10003, that he is the Chairman of NEA CORP., the corporation described in and that executed the foregoing instrument; that he knows the seal of said corporation, that the seal affixed to the foregoing instrument is the corporate seal, that it was affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

Joannes J. H. Joosten
Notary Public

JOANNES J. H. JOOSTEN
Notary Public, State of New York
No. 02J00083646
Qualified in New York County
Commission Expires Aug. 11, 1999

W5351121-031

TRADEMARK
REEL 1687 FRAME 0318