

09-07-2000



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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 #
- 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

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/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership

Corporation  Association

Other

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.)

Citizenship/State of Incorporation/Organization

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40.00 UP

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

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)**

**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.

Frank S. Zagar



5/2/00

Name of Person Signing

Signature

Date Signed

## **ASSIGNMENT AGREEMENT**

**THIS ASSIGNMENT AGREEMENT** ("Assignment Agreement") is made effective as of this 1<sup>st</sup> day of May, 2000, by and between Lord Corporation, a Pennsylvania Corporation, having a place of business at 111 Lord Drive, P.O. Box 8012, Cary, NC ("Lord"), and Lord Techmark, Inc., a Delaware Corporation, with its only place of business at 501 Silverside Road, Suite 67, Wilmington, Delaware ("Techmark").

### **BACKGROUND**

The background to this agreement is as follows. Lord is the owner of 100% of the issued and outstanding shares of common stock of Techmark. Lord is also the owner of certain trademarks, together with all registrations therefor and all pending applications for registration therefor, all as more particularly herein (the "Trademarks"). Lord is desirous of assigning all of its right, title and interest in and to each of the Trademarks to Techmark, and Techmark is desirous of accepting the same.

### **AGREEMENT**

In consideration of the mutual promises and covenants made herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

(A) Lord does hereby assign, transfer and convey unto Techmark all right, title and interest in and to the following Trademarks together with all goodwill associated therewith, including all registrations therefor and all pending applications for registrations therefor:

Registration No. 2,333,842 GELEASE

(B) Techmark hereby accepts the assignment described in Paragraph (A) hereto. Techmark hereby assumes all liabilities and obligations in connection with such assignment, except as otherwise agreed by the parties in writing.

(C) Lord agrees to take whatever further action is deemed necessary or appropriate by Techmark to effect the transfer of the Trademarks properly and completely to Techmark and to establish full custody of the Trademarks in Techmark.

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

**EXECUTION**

IN WITNESS WHEREOF the parties hereto, through their respective authorized officers, have executed this Assignment Agreement to be effective as of the date and year first set forth above.

{SEAL}

[SEAL]

**LORD CORPORATION**

By: James W. Wright  
Name: James W. Wright

Title: Vice President, Legal Affairs and Secretary

**LORD TECHMARK, INC.**

By: Frank S. Zagar  
Name: Frank S. Zagar

Title: Vice President and Assistant Secretary

STATE OF NORTH CAROLINA

STATE OF DELAWARE

COUNTY OF WAKE

COUNTY OF New Castle

On the 1<sup>st</sup> day of May, 2000, before me, a Notary Public for said County and State, personally appeared James W. Wright and acknowledged that he is a Vice President and Secretary of Lord Corporation, that he is authorized by said Corporation to execute the foregoing Assignment on behalf of said Corporation, and that he did execute the foregoing Assignment pursuant to that authority.

On the 2<sup>nd</sup> day of May, 2000, before me, a Notary Public for said County and State, personally appeared Frank S. Zagar and acknowledged that he is the Vice President and Assistant Secretary of Lord Techmark, Inc., that he is authorized by said Corporation to execute the foregoing Assignment on behalf of said Corporation, and that he did execute the foregoing Assignment pursuant to that authority.

Witness my hand and seal this the 1<sup>st</sup> day of May, 2000

Witness my hand and seal this the 2<sup>nd</sup> day of May, 2000.

Yolanda Hart  
Notary Public

Mary B. Duvall  
Notary Public

Yolanda Hart  
Printed Name

MARY B. DUVALL  
Printed Name

**My Commission Expires:**

My Commission Expires: June 22, 2000

**MARY B. DUVALL**

My Commission Expires: \_\_\_\_\_ **NOTARY PUBLIC**

**STATE OF DELAWARE**

**My Commission Expires March 17, 2002**

{SEAL}

[SEAL]