



RECOI

09-12-2000

U.S. Department of Commerce
Patent and Trademark Office

08-02-2000



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

Patents and Trademarks 101454384 or copy thereof.

<p>1. Name of conveying party(ies): AUSTENAL, INC.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Corporation-State (Illinois) <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Association <input type="checkbox"/> Limited Partnership</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: Fricke International, Inc.</p> <p>Internal Address</p> <p>Street Address 208 West Ridge Road</p> <p>City: Villa Park State: Illinois Zip: 60181</p> <p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State Illinois <input type="checkbox"/> Other Revocable Trust</p> <p>If assignee is not domiciled in the United States, a domestic representative designated is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>(Designations must be a separate document from Assignment)</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
--	---

<p>3. Name of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Security Agreement <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Merger <input type="checkbox"/> Change of Name</p> <p>Execution Date: December 23, 1999</p>	<p>4. Application number(s) or registration number(s):</p> <table border="0"> <tr> <td>A. Trademark Application No.(s)</td> <td>B. Trademark Registration No.(s)</td> </tr> <tr> <td></td> <td>668,428</td> </tr> <tr> <td></td> <td>369,415 (Expired)</td> </tr> <tr> <td></td> <td>363,740</td> </tr> <tr> <td></td> <td>1,003,432</td> </tr> <tr> <td></td> <td>2,221,549</td> </tr> </table> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	A. Trademark Application No.(s)	B. Trademark Registration No.(s)		668,428		369,415 (Expired)		363,740		1,003,432		2,221,549
A. Trademark Application No.(s)	B. Trademark Registration No.(s)												
	668,428												
	369,415 (Expired)												
	363,740												
	1,003,432												
	2,221,549												

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Monique A. Morneault</p> <p>Internal Address: WALLENSTEIN & WAGNER, LTD.</p> <p>Street Address: 311 South Wacker Drive, 53rd Floor Chicago, IL 60606</p>	<p>6. Total number of applications and patents involved: 5</p> <p>7. Total fee (37 CFR 3.41): \$200.00</p> <p><input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account (deficiencies only)</p> <p>8. Deposit account number: 23-0280</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
--	---

09/12/2000 JJALLAH2 00000050 668428

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 OP
100.00 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

Monique A. Morneault
Name of Person Signing

Monique A. Morneault July 26, 2000
Signature Date

Total number of pages including cover sheet, attachments and document 3

OMB No. 0651-0011 (exp. 4/94)

102919.1
3282 W 001

Refund Ref: 09/12/2000

CHECK Refund Total: \$80.00

TRADEMARK
REEL: 002132 FRAME: 0335

**AGREEMENT TO PURCHASE
TRADEMARKS AND TRADE NAMES**

This Agreement is entered into this 23rd day of December, 1999 by and between Austenal, Inc., an Illinois corporation ("Seller") and Fricke International, Inc., an Illinois corporation ("Buyer").

Preliminary Statement

- A. Buyer entered into that certain Purchase and Sale Agreement dated June 30, 1989 ("Sale Agreement") and License Agreement dated June 30, 1989 ("License Agreement") with Nobelpharma USA, Inc., and such License Agreement was assigned to the Seller. In the License Agreement, the Buyer was granted certain rights to use those trade names and trademarks listed on Exhibit A attached to the License Agreement.
- B. Section 5(d) of the License Agreement further provides that, upon expiration of ten years from the date of execution of the License Agreement, the Buyer could purchase any of the trade names and trademarks appearing on said Exhibit A to the License Agreement, including the following trade names and trademarks:
- a. Pouresin™
 - b. Polycast®
 - c. Vitalon®
 - d. Porit®
 - e. Avoid Embarrassment Denture®

NOW, THEREFORE, in consideration of the covenants, foregoing provisions and agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

- I. **Conveyance, Transfer and Assignment.** Seller for itself, its successors and assigns does hereby quit claim, sell, assign, transfer and set over unto Buyer, and its successors and assigns, for its and their own use forever, all of Seller's right, title and interest in and to the following trademarks and trade names, together with the goodwill of the business in which the marks are used (or that part of the goodwill of the business connected with the use of and symbolized by the marks):

Trademark Title

- a. Polycast® #668428
- b. Vitalon® and Design #369415
- c. Vitalon® and Design #363740
- d. Porit® #2221549
- e. Avoid Embarrassment Denture® #1003432

Trade Name

- a. Pouresin™

- 2. **Consideration.** Upon execution of this Agreement, Buyer shall pay Seller the total sum of \$3,000.00 for the Trademarks (\$500.00 for each of the above referenced trademarks and trade name).
- 3. **No Warranties.** The above trademarks and trade names are sold "AS IS" and "WHERE IS" without any representation or warranty whatsoever. Without limiting the generality of the foregoing: **SELLER DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE.**
- 4. **Binding Effect.** This Agreement shall be binding upon and enforceable against the parties, their successors and assigns.
- 5. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by a duly authorized officer as of the date first written above.

FRICKE INTERNATIONAL, INC.

By: Lawrence R. Fricke, Jr. PRESIDENT
Lawrence R. Fricke, Jr. President

AUSTENAL, INC.

By: Gary N. Berg
Gary N. Berg, President (North America)

State of Illinois)
County of Cook)

Before me personally appeared Gary N. Berg, known to me to be the person that executed the foregoing instrument and acknowledged the execution and delivery thereof, and on behalf of Austenal, Inc., for the uses and purposes therein set forth on the day and year aforesaid.

Celeste J. Theis
Notary Public

Commission expires: Sept 10, 2003

