

09-21-2000

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Form PTO-

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101464983

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof:

1. Name of conveying party(ies):  
Output Technology Corporation

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State - Washington  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? No

2 Name and address of receiving party(ies):

Name: NER Data Products, Inc.

Internal Address: \_\_\_\_\_

Street Address: 307 South Delsea Drive

City Glassboro State: NJ ZIP: 08028

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State New Jersey  
 Other \_\_\_\_\_

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: July 21, 2000

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76/092317                      B. Trademark registration No.(s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Named: Archer & Greiner, P.C.

Internal Address: Mark J. Sever, Jr., Esq.

Street Address: One Centennial Square  
P.O. Box 3000  
City: Haddonfield State: NJ ZIP: 08033

6. Total number of applications and registrations involved: 1

7 Total fee (37 CFR 3.41): .....\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

8 Deposit account number: \_\_\_\_\_  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Mark J. Sever, Jr., Esq.                      [Signature]                      7/31/2000  
Name of Person Signing                      Signature                      Date

Total number of pages completing cover sheet: 1

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

09/20/2000 MW11 00000388 76092317  
01 FC:481 40.00 DP

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D. C. 20503.

**TRADEMARK ASSIGNMENT**  
(Conditional)

WHEREAS, **Output Technology Corporation**, a Washington corporation with principal offices at 2310 Fancher Road, Spokane, Washington 99212-1381 (the "Assignor") intends to use the trademark "GENUINE OUTPUT TECHNOLOGY OEM RIBBON PRODUCTS" as further described, depicted and/or set forth in Exhibit A hereto (the "Mark"), in connection with, and only with, the computer printer ribbons and computer printer ribbon cartridges identified in Exhibit B hereto (the "Ribbon Products").

WHEREAS, **NER Data Products, Inc.**, a New Jersey corporation with principal offices at 307 South Delsea Drive, Glassboro, New Jersey 08028 ("Assignee"), is desirous of acquiring any and all rights that Assignor may have and will have throughout the United States and the world in and to the Mark and a pending trademark application (see, Exhibit C hereto) therefor (the "Application"), together with the good will of the business in connection with which the Mark is permitted to be used hereunder, along with the right to recover for damages and profits for any infringement thereof.

NOW, THEREFORE, in consideration of the Loan (as defined in that certain Asset Purchase Agreement, dated July 24, 2000), and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all of Assignor's rights, title, and interest in and to the Mark and the Application, together with the good will of the business in connection with which the Mark is permitted to be used hereunder and which is symbolized by the Mark, throughout the world, along with the right to recover for damages and profits for any infringements thereof, and Assignor agrees not to assert any claim or cause of action against Assignee arising out of or related to Assignee's use of the Mark pursuant to this Assignment; provided, however, that Assignee's use of the Mark shall be permitted hereunder only upon and after Assignee has declared a default of the above-referenced Loan and only in connection with the manufacture and sale of the above-described Ribbon Products in accordance with said Asset Purchase and Loan Agreement, until termination of this Assignment as provided below.

This Assignment shall be declared terminated, null and void and all rights, title, and interest in and to the Mark will revert automatically to Assignor upon the earlier of: (1) payment in full of the above-described Loan between Assignor and Assignee or, (2) the expiration of seven (7) years following the date of Assignee's declaration of a default of said Loan. Assignee agrees not to file an Affidavit of Use in Commerce pursuant to 15 U.S.C. § 1058, in connection with any registration of the Mark with the United States Patent and Trademark Office, following its cessation of use of the Mark in commerce pursuant to this paragraph.

Dated this 21 day of July, 2000.

Assignor:

By: Steven P. Benner

Name: STEVEN P. BENNER

Date: July 21, 2000

SIGNED AND SWORN to before me this 21<sup>st</sup> day of July, 2000.

Keith A. Treacy

Notary Public

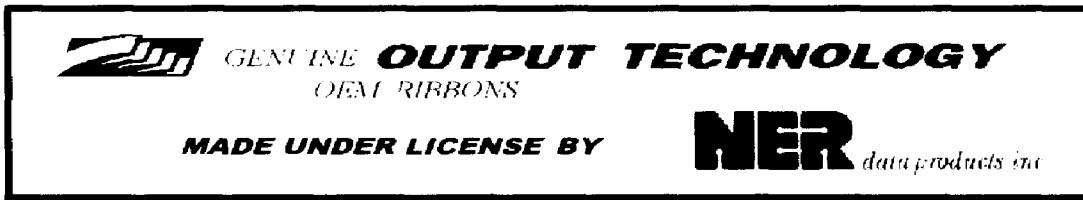
Printed Name: KEITH A. TREACY

Residing in Spokane, Washington

My Commission Expires: 7-20-2001

Exhibit A

NER Trademark



## **Exhibit B**

### **List of OTC Ribbon Products**

#### **OTC Part Number:**

080004700  
080004800  
080005000  
080007500  
080003100  
080001520  
080004100  
080007600  
080004400  
080004600  
080004500  
080004201

**Exhibit C**

**Application**

(see attached)