

mrd
9/25/00

10-12-2000



Docket No.:

660C METRO

Tab settings

To the Honorable Commissioner of Patent

101485468

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Cairns & Brother, Inc.

- Individual(s)
- General Partnership
- Corporation-State State of Delaware
- Other

Additional names(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Mine Safety Appliances Company

Internal Address:

Street Address: 121 Gamma Drive

City: Pittsburgh State: PA ZIP: 15238

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Commonwealth of Pennsylvania
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: August 28, 2000

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,310,855

Additional numbers attached? Yes No

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

Name: James G. Uber, Esq.

Internal Address: Mine Safety Appliances Company

Street Address: P.O. Box 426

City: Pittsburgh State: PA ZIP: 15230

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ \$40.00

- Enclosed *Any excessive deficiency should be debited or credited to deposit account.*
- Authorized to be charged to deposit account

8. Deposit account number:

13-3635

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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.

JAMES G. UBER

Name of Person Signing

James G. Uber

Signature

Sept. 20, 2000

Date

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

5

TRADEMARK ASSIGNMENT

WHEREAS, CAIRNS & BROTHER, INC. (hereinafter "Cairns"), a Delaware Corporation, having its principal offices at 60 Webro Road, Clifton, NJ 07012, has adopted, used and is using and is the owner of the following trademarks (hereinafter "Trademarks"):

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
660C METRO	1,310,855	12/25/84
660C METRO (Australia)	A. 720512	10/24/96

AND WHEREAS, MINE SAFETY APPLIANCES COMPANY (hereinafter "MSA"), a Pennsylvania corporation, having its principal offices at 121 Gamma Drive, Pittsburgh, Pennsylvania 15238, is desirous of acquiring said Trademarks.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

1. Cairns hereby assigns to MSA all right, title and interest in and to the Trademarks and the registrations thereof, together with the goodwill of the business symbolized by the Trademarks, together with any claims for damages for infringement of the Trademarks.

2. Cairns hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

3. Cairns hereby covenants that MSA will, upon its request, be provided promptly with all pertinent facts and documents relating to the Trademarks and the registrations thereof, as may be known and accessible to Cairns and that Cairns will testify as to the same in any opposition, cancellation, litigation or proceeding related thereto and will promptly execute and deliver to MSA or its legal representatives

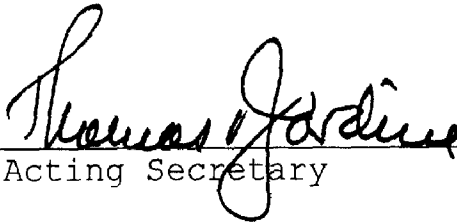
any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue or enforce the Trademarks and the registrations thereof, which may be necessary or desirable to carry out the purposes or enjoyment thereof. Cairns' obligations under this paragraph are limited to those things that Cairns reasonably has the power to perform or cause to be performed.

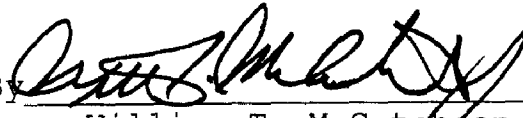
4. Cairns hereby covenants that it has not done and will not do any act, matter or thing whereby the Trademarks or any registrations thereof may be invalidated.

Signed at Springfield, New Jersey, this 28th day of August, 2000.

ATTEST:

CAIRNS & BROTHER, INC.


Acting Secretary

By 
William T. McCutcheon, Jr.
Executive Vice President