

Express Mail Label No. FL598360137US

RECORDATION FORM COVER SHEET

Docket No.:

10-10-00

TRADEMARK

10-25-2000

Tab settings



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ments or copy thereof.

To the Honorable Commissioner of Patents and Trademarks: F

1. Name of conveying party(ies):

National Label Company
2025 Joshua Road
Lafayette Hill, PA 19444

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

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

3. Nature of conveyance:

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

Execution Date: October 10, 2000

Name: James Licensing Company

Internal Address:

Street Address: 2025 Joshua Road

City: Lafayette Hill State: PA ZIP: 19444

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,069,374
904,338

Additional numbers Yes No

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

Name: Louis M. Heidelberger

Internal Address: Reed Smith Shaw & McClay LLP

2500 One Liberty Place

Street Address: 1650 Market Street

City: Philadelphia State: PA ZIP: 19103

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ \$65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

18-0586

1/24/2000 0701: 00000112 1363074

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.

Maryellen Feehery, Reg. No. 44,677

Name of Person Signing

Signature

October 10, 2000

Date

Total number of pages including cover sheet, attachments, and

8

**Intellectual Property
Assignment Agreement**

BETWEEN:

NATIONAL LABEL COMPANY

AND

JAMES LICENSING COMPANY

**INTELLECTUAL PROPERTY
ASSIGNMENT AGREEMENT**

This Assignment Agreement ("Agreement") by and between National Label Company, a Pennsylvania corporation located at 2025 Joshua Road, Lafayette Hill, Pennsylvania, 19444, United States of America ("National"), and James Licensing Company, a Delaware corporation located at 2025 Joshua Road, Lafayette Hill, Pennsylvania, 19444, United States of America ("James").

WITNESSETH THAT

WHEREAS, National is in the business of designing, manufacturing and distributing printed products, labels, packaging and related products, including but not limited to, self adhesive labels, battery labels and other goods and services related thereto (the "Business");

WHEREAS, in connection with the Business, National has developed and/or owns a body of certain technology, inventions, ideas, concepts, methods, processes, machines articles of manufacture, improvements, information, trade secrets, know-how, trademarks, service marks, trade names, copyrighted works and derivative works thereof, excluding the Patents, Patent Applications and Trade Registrations defined below (collectively referred to herein as the "Intellectual Property");

WHEREAS, National has developed and/or owns certain rights in the inventions described in the patents and patent applications identified in Schedule A hereto (hereinafter the "Patents" or "Patent Applications" as the context suggests);

WHEREAS, National has developed and/or owns certain rights in the trademarks, service marks and/or trade names set forth in the trademark registrations identified in Schedule B hereto (hereinafter the "Trademark Registrations");

WHEREAS, on or about November 4, 1993, National assigned, transferred and set over to James all of National's right, title and interest in and to the Intellectual Property then owned by National, and since November 4, 1993, National has assigned, transferred and set over to James all of National's right, title and interest in and to certain of National's Intellectual Property contemporaneously with the invention, creation or first use of such Intellectual Property;

WHEREAS, at least as early as the effective dates set forth in Schedule A hereto, National assigned, transferred and set over to James all of National's right, title and interest in and to the Patents and Patent Applications;

WHEREAS, as least as early as the effective dates set forth on Schedule B, National assigned, transferred and set over to James all of National's right, title and interest in and to the Trademark Registrations;

WHEREAS, the parties desire to confirm, acknowledge, and memorialize the assignments described herein.

NOW, THEREFORE, in consideration of the foregoing premises and for valuable consideration, the sufficiency and receipt of which are hereby acknowledged, National and James, intending to be legally bound hereby agree as follows:

1. Effective on or about November 4, 1993, and since that date upon the invention, creation or first use of any of the Intellectual Property, National hereby sells, assigns, transfers and sets over unto James National's entire right, title and interest in and to the Intellectual Property together with the goodwill of the business in connection with which the Intellectual Property has been used, any and all past, present, and future choses in action and causes of action related to the Intellectual Property, the Intellectual Property to be held and enjoyed by James for its own use and on its own behalf, and to inure to the benefit of James, its successors and assigns, for the full extent of the terms of the Intellectual Property and any renewals or extensions thereof, and thereafter, as fully and entirely as the same would have been held and enjoyed by National had this Agreement not been executed and such assignment, sale and transfer not been made.

2. At least as early as the Effective Dates set forth in Schedule A hereto, National hereby sells, assigns, transfers and sets over unto James National's entire right, title and interest in and to the Patents and Patent Applications identified in Schedule A hereto, any and all past, present and choses in action and causes of action related to the Patents and Patent Applications, the Patents and Patent Applications to be held and enjoyed by James for its own use and on its own behalf, and to inure to the benefit of James, its successors and assigns, for the full extent of the terms of the Patents and Patent Applications and any renewals or extensions thereof, and thereafter, as fully and entirely as the same would have been held and enjoyed by National had this Agreement not been executed and such assignment, sale and transfer not been made.

3. At least as early as the Effective Dates set forth in Schedule B hereto, National hereby sells, assigns, transfers and sets over unto James National's entire right, title and interest in and to the Trademark Registrations identified in Schedule B hereto, as well as the goodwill associated therewith, any and all past, present and choses in action and causes of action related to the Trademark Registrations, the Trademark Registrations to be held and enjoyed by James for its own use and on its own behalf, and to inure to the benefit of James, its successors and assigns, for the full extent of the terms of the Trademark Registrations and any renewals or extensions thereof, and thereafter, as fully and entirely as the same would have been held and enjoyed by National had this Agreement not been executed and such assignment, sale and transfer not been made

4. Upon request, National further agrees to execute such additional documents as may be required to effect the assignment set forth herein.

5. The validity, performance, construction and effect of this Agreement shall be governed by the laws of the State of Delaware.

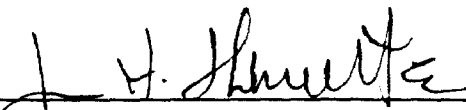
6. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken

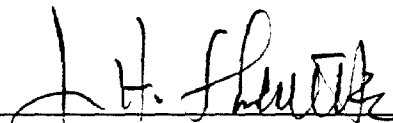
together, shall constitute but one and the same Agreement. James agrees to take such action as is necessary to consummate this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

NATIONAL LABEL COMPANY

JAMES LICENSING COMPANY

By: 
James H. Shacklett, III
Chief Executive Officer

By: 
James H. Shacklett, III
Chief Executive Officer

Date: October 10, 2000

Date: October 10, 2000

SCHEDULE A

PATENTS

Country	Patent No.	Title	Issue Date	Effective Date
United States	5,292,566	Battery Label With Non-Shrinkable Top Layer	March 8, 1994	Sept. 9, 1997
United States	5,952,122	Battery Label With Primer Layer	September 14, 1999	Sept. 16, 1999
United States	5,925,480	Thermochromic Battery Tester	July 20, 1999	July 20, 1999
United States	6,048,572	Method and Apparatus For Making Thermochromic Battery Tester	April 11, 2000	April 11, 2000

PENDING PATENT APPLICATIONS

Country	Patent Application No.	Title	Filing Date	Effective Date
Australia	9746698	Apparatus and Method for Assembling Thin Film Electrochromic Cells	October 1, 1997	Feb. 12, 1998
Australia	9746599	Thermochromic Battery Tester	September 26, 1997	Oct. 9, 2000
Australia	9746613	Enclosure Assembly for Dry Cells	September 26, 1997	Oct. 9, 2000
Canada	2,238,485	Thermochromic Battery Tester	September 26, 1997	Oct. 9, 2000
Canada	2,238,470	Apparatus and Method for Assembling Thin Film Electrochromic Cells	October 1, 1997	Feb. 12, 1998
China	97190986.5	Labels and Method of Making Same	June 12, 1997	Oct. 9, 2000
China	97191569	Thermochromic Battery Tester	September 26, 1997	Oct. 9, 2000
China	97191559.8	Apparatus and Method for Assembling Thin Film Electrochromic Cells	October 1, 1997	Feb. 12, 1998
Europe	97945381.8	Thermochromic Battery Tester	September 26, 1997	Oct. 9, 2000
Europe	97945519.3	Apparatus and Method for Assembling Thin Film Electrochromic Cells	October 1, 1997	May 29, 1998

Country	Patent Application No.	Title	Filing Date	Effective Date
Hong Kong	99101998.2	Labels and Method of Making Same	May 4, 1999	Oct. 9, 2000
Hong Kong	99103347.6	Apparatus and Method for Assembling Thin Film Electrochromic Cells	August 3, 1999	Feb. 12, 1998
International (PCT)	PCT/OO/07985	Fabric Pads With a Printed Design and Method of Making Fabric Pads With a Printed Design	March 24, 2000	Sept. 28, 2000
Singapore	9804133-8	Thermochromic Battery Tester	September 26, 1997	Oct. 9, 2000
Singapore	9803498-6	Apparatus and Method for Assembling Thin Film Electrochromic Cells	October 1, 1997	Feb. 12, 1998
United States of America	09/232,121	Labels and Method of Making Same	January 15, 1999	Jan. 16, 1999
United States of America	08/721,111	Enclosure Assembly for Dry Cells	September 26, 1996	May 6, 2000
United States of America	09/136,951	Apparatus and Method for Assembling Thin Film Electrochromic Cells	August 20, 1998	Sept. 2, 2000
United States of America	09/136,952	Apparatus and Method for Assembling Thin Film Electrochromic Cells	August 20, 1998	July 11, 2000
United States of America	09/349,737	Fabric Pads With a Printed Design and a Method of Making Fabric Pads With a Printed Design	March 24, 1999	Aug. 21, 1999
United States of America	09/404,429	Extended Wrap Label	September 23, 1999	Dec. 14, 1999

**SCHEDULE B
TRADEMARKS**

Country	Trademark Registration No.	Mark	Registration Date	Effective Date
United States	1,069,374	LABÉLEAFLETS	July 12, 1977	Nov. 21, 1997
United States	904,338	NATIONAL LABEL CO. & Design	December 15, 1970	March 1, 1992

REED SMITH SHAW & MCCLAY LLP

Writer's Direct Numbers:
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Fax 215-851-1420
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Philadelphia, Pennsylvania 19103-7301
Phone: 215-851-8100
Fax: 215-851-1420
October 10, 2000

Via Express Mail Label No. EL598360137US

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

RE: Recordation of Assignment of Trademarks (for Two Trademarks) Dated
October 10, 2000 from National Label Company to James Licensing Company

Dear Sir:

Enclosed for recordation in the Patent and Trademark Office, please find the following documents and accompanying materials:

Assignment dated October 10, 2000 for two (2) U.S. trademark registrations, a corresponding completed Recordation Form Cover Sheet (Trademarks Only), and a check in the amount of \$65.00 for the recordation fee for the two registrations.

Accordingly, we request that this Assignment be (i) recorded in the United States Patent and Trademark Office, (ii) reflected in its indices and records, and (iii) returned to us at your earliest convenience with a Notice of Recordation for the assignment.

The Commissioner is hereby authorized to charge any deficiencies or credit any overpayment in the enclosed amount to deposit account #18-0586.

Respectfully submitted,



Maryellen Feehery
Reg. No. 44,677

MF:emb
Enclosures

Express Mailing Label No. EL598360137US
Date of Deposit October 10, 2000

I hereby certify that the amount of fee is
being deposited with the United States Postal
Service Express Mail Post Office at
Addressed mail at order by USPS 1.10 on the
date indicated above and is transferred to the
Commissioner of Patents and Trademarks
Washington, D.C. 20231

Elaine Byrnes
(Typed or printed name of person making paper or fee)

Elaine Byrnes
(Signature of person making paper or fee)

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RECORDED: 10/10/2000

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