

11-07-2000

RE



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10-6-00

TO: The Commissioner of Patents and Trademarks

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Original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
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Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership

- Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

11/06/2000 00000112 500706 322999

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01 FC:481 40.00 CH
02 FC:482 25.00 CH

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TRADEMARK
REEL: 002169 FRAME: 0128

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.

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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.

Deborah Hartnett
Name of Person Signing

Deborah Hartnett
Signature

10/5/00
Date Signed

TRADEMARK ASSIGNMENT dated as of November 15, 1999, by and between The Dyson-Kissner-Moran Corporation, a Delaware corporation ("Assignor"), and J.A. Sexauer, Inc., a Delaware corporation ("Assignee").

Assignor owns the trademarks and service marks (including all registrations and applications therefor) listed on Schedule 1 attached hereto (the "Marks"). Pursuant to the Stock Purchase Agreement, dated November 15, 1999 between Assignor and Wilmar Industries, Inc., a New Jersey corporation, and the purchaser of all of the outstanding stock of Assignee, Assignor agreed to transfer, assign, and otherwise convey to Assignee all of Assignor's right, title, and interest in, to, and under the Marks. Assignor and Assignee want to confirm this assignment for purposes of filing the same with the United States Patent and Trademark Office. The parties therefore agree as follows.


For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby transfers, assigns, and otherwise conveys to Assignee, all of Assignor's right, title, and interest in, to, and under the following:

1. the Marks;
2. the goodwill associated with the Marks; and
3. all rights to proceeds of the foregoing, including, without limitation, any claim by Assignor against third parties for past, present, or future infringement of the Marks.

Assignor has caused this Trademark Assignment to be duly executed and authorized as of the date hereof.

THE DYSON-KISSNER-MORAN CORPORATION

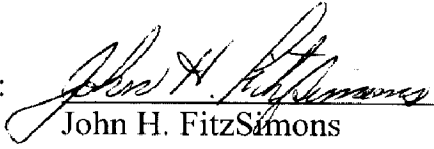
By:


Marc Feldman
Vice President

Acknowledged and Agreed to:


J.A. SEXAUER, INC.

By:


John H. FitzSimons
Vice President and Secretary

STATE OF NEW YORK)
)ss.:
COUNTY OF NEW YORK)

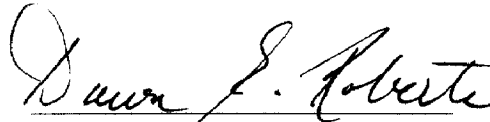
On this 28th day of September 2000 before me personally came Marc Feldman, to me known to be the person who signed the foregoing instrument and who being duly sworn by me did depose and state that he is the Vice President of Assignor; he signed the instrument in the name of Assignor; and he had the authority to sign the instrument on behalf of Assignor.


Notary Public

DAWN E. ROBERTS
Notary Public, State of New York
No. 01RO5046850
Qualified in New York County
Commission Expires July 17, 2001

STATE OF NEW YORK)
)ss.:
COUNTY OF NEW YORK)

On this 28th day of September 2000 before me personally came John H. FitzSimons, to me known to be the person who signed the foregoing instrument and who being duly sworn by me did depose and state that he is the Vice President of Assignor; he signed the instrument in the name of Assignor; and he had the authority to sign the instrument on behalf of Assignor.


Notary Public

DAWN E. ROBERTS
Notary Public, State of New York
No. 01RO5046850
Qualified in New York County
Commission Expires July 17, 2001