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FORM PTO-161  
Expires 06/30/99  
OMB 0651-0027

U.S. Patent & TMOfr.

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**



101545223

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

11.7.00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

**Conveyance Type**

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

**Conveying Party**

Mark if additional names of conveying parties attached

Name  Execution Date   
Month Day Year

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

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.)

Citizenship/State of Incorporation/Organization

**FOR OFFICE USE ONLY**

12/07/2000 MTHA31 00000335 082752 2164196  
01 FD491 40.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**TRADEMARK**  
**REEL: 002191 FRAME: 0742**

**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. #

**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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2164196"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**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.) #

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.

Robert O. Whyte, Esq.

November 7, 2000

Name of Person Signing

Signature

Date Signed

**ASSIGNMENT OF TRADEMARKS**

ASSIGNMENT, made as of September 7, 2000 from HEXCEL CORPORATION, a Delaware corporation ("Seller"), to GLASFORMS, INC., a California corporation ("Buyer").

**R E C I T A L S**

WHEREAS, pursuant to an Asset Purchase Agreement dated as of June 15, 2000 (as amended to date, the "Asset Purchase Agreement") between Seller and Buyer, Seller has agreed to sell, assign, transfer, convey and deliver to Buyer all of Seller's right, title and interest in and to the Assets (as defined in the Asset Purchase Agreement);

WHEREAS, in consideration for Seller's sale, assignment, transfer, conveyance and delivery of the Assets in accordance with the terms and conditions of the Asset Purchase Agreement, Buyer shall pay to Seller the Purchase Price (as defined in the Asset Purchase Agreement); and

WHEREAS, in connection with Buyer's acquisition of the Assets, Buyer desires to acquire, and Seller is willing to convey, Seller's entire right, title and interest in, to and under the trademarks, common law trademarks and trade names identified in Schedule A attached hereto (the "Trademarks") and all goodwill associated therewith, upon the terms and conditions of the Asset Purchase Agreement.

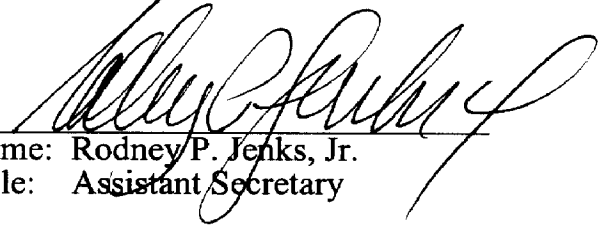
NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns, transfers, conveys and delivers to Buyer all of Seller's right, title and interest in, to and under the Trademarks (including but not limited to the right to sue any person other than a Seller Indemnitee (as defined in the Asset Purchase Agreement) for past infringement), together with the goodwill symbolized by and associated with the Trademarks, and all registrations and applications relating to the Trademarks, for its own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this Assignment had not been made.

Seller hereby agrees to execute, acknowledge and deliver to Buyer all documents as may reasonably be necessary to make a record with any government agencies, courts or third parties of Buyer's ownership of all of Seller's right, title and interest in and to the Trademarks and the goodwill associated therewith; provided, that, Buyer shall reimburse Seller for all out of pocket costs and expenses resulting from any such request, including reasonable attorneys' fees.

IN WITNESS WHEREOF, Seller has caused this Assignment to be duly executed on as of the first date above written to be effective as of such date.

HEXCEL CORPORATION

By: \_\_\_\_\_

  
Name: Rodney P. Jenks, Jr.

Title: Assistant Secretary

STATE OF CONNECTICUT)  
COUNTY OF FAIRFIELD)

ss.: *Stamford*

On the 6th day of September, 2000, before me personally came Rodney P. Jenks, Jr., to me known, who, being by me duly sworn, did depose and say that he is the Assistant Secretary of Hexcel Corporation, the corporation described in and which executed the above instrument; and that he had the authority to sign his name thereto on behalf of said corporation.

Notary Public

*Kathleen H. Wechter*

**KATHLEEN H. WECHTER**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES JUN. 30, ~~1996~~  
*2001*

**SCHEDULE A**

**Trademarks**

<u>Title</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
CRTM	US	2,164,196	6/9/98