

12-22-2000



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12-7-00

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commission 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)
City State/Country Zip Code

Individual General Partnership Limited Partnership 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.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

12/21/2000 MTHAI1 00000163 76114274

FOR OFFICE USE ONLY

01 FC:401 40.00 DP
02 FC:402 25.00 DP

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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: 002197 FRAME: 0830

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 are 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" value="76/114,274"/>	<input type="text" value="76/058,803"/>	<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"/>	<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.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing 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.

Louis K. Ebling
Name of Person Signing


Signature

December 5, 2000
Date Signed

TRADEMARK ASSIGNMENT

WHEREAS, Senco Products, Inc., a corporation organized and existing under the laws of the State of Ohio, with its principal place of business at 8485 Broadwell Road, Cincinnati, Ohio (“Assignor”), and Nexicor, LLC, a corporation organized and existing under the laws of the State of Ohio, with its principal place of business at 422 Wards Corner Rd., Suite B, Loveland, Ohio 45140-6950 (“Assignee”);

WHEREAS, Assignor is the owner of all right, title, and interest in and to the trademarks attached hereto as Schedule A (hereinafter the “Marks”);

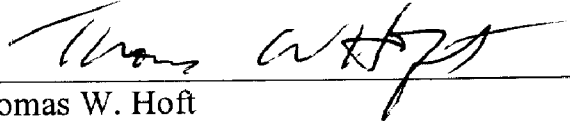
WHEREAS, Assignee wishes to acquire any and all rights that Assignor may have in and to the Marks, together with the good will and all of the business assets of the business in connection with which the Marks are used, or intended to be used, and which are symbolized by the Marks, along with the right to recover for damages and profits for past infringements thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell and assign unto the Assignee all right, title, and interest in and to the Marks, together with the good will and all of the business assets of the business in connection with which the Marks are used, or intended to be used, and which are symbolized by the Marks, along with the right to recover for damages and profits from past infringements thereof.

Assignor agrees to deliver, at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may require in order to vest all Assignor's right, title, and interest in and to the Marks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent that such evidence is deemed necessary by Assignee, to the extent that such evidence is in the possession or control of Assignor.

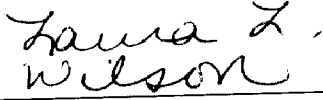
IN WITNESS WHEREOF, the Assignor has caused this assignment to be signed and executed by the undersigned officer thereunto duly authorized on this 29th day of November, 2000.

SENCO PRODUCTS, INC.

By: 
Thomas W. Hoft
Corporate Attorney

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

On this 29th day of November, 2000, personally appeared before me Thomas W. Hoft, who stated that he is Corporate Attorney of Senco Products, Inc., a corporation organized under the laws of the State of Ohio, and acknowledged that he executed the foregoing instrument as the act and deed assignment for the purposes therein set forth.


Notary Public

My Commission Expires:

LAURA L. WILSON
Notary Public, State of Ohio
My Commission Expires Aug. 25, 2001

SCHEDULE A

Trademark: FUSION SYSTEM
Serial No: 76/114,274
Filing Date: August 22, 2000
Classes: 1, 6, 7, 9, 19, 37

Trademark: NEXICOR
Serial No: 76/058,803
Filing Date: May 30, 2000
Classes: 1, 6, 7, 9, 19, 37

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