

12-26-00

FORM PTO-1594

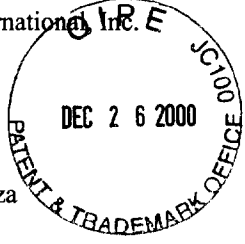
01-16-2001

U.S. PATENT & TRADEMARK OFFICE
DEPARTMENT OF COMMERCE



101581392

To the Honorable Commission
Please record the attached



1. Name of conveying party(ies):
Metcal, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - State of California
Other _____

Additional name(s) of conveying party(ies) attached?
YES NO

2. Name and address of receiving party(ies):
Name: Dover Technologies International, Inc.
Internal Address:
Street Address: One Marine Midland Plaza
Sixth Floor, East Tower
City: Binghamton
State: NY
Zip: 13901

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 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 Merger
 Security Agreement Change of Name
 Other _____

Execution Date: December 22, 2000

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

A. Trademark Application No.(s):
(include series code or filing date)
See Attachment

B. Trademark Registration No.(s):
See Attachment 1760686

Additional application or registration numbers attached? YES NO

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Banner & Witcoff, Ltd.
Address: 1001 G Street, N.W., Eleventh Floor
City: Washington
State: D.C. Zip: 20001-4597

6. Total number of applications and registrations involved: 7

7. Total Fee (37 CFR 3.41) \$ 280.00
Enclosed Authorized to charge Deposit Account 19-0733

8. Should any fee adjustment be necessary to effect proper recordation, please debit or credit our Deposit Account No. 19-0733, as necessary.

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.

Franklin D. Wolffe
Name of Person Signing
Atty. Docket No.: 05292.00001

[Signature]
Signature

12/26/2000
Date

Total number of pages including cover sheet, attachments and document: 4

Mark	U.S. Registration No.
METFIT	1,760,686
METCAL and design	1,333,109
METCAL and design	1,713,164
SMART HEAT	1,795,498
SMART HEAT	1,906,548
TALON	1,996,025
THE SMART HEAT COMPANY and design	2,176,074

TRADEMARK ASSIGNMENT

This Assignment of trademarks, entered into as of the 8th day of November, 2000, between Metcal, Inc. Inc. (hereinafter "Assignor"), a California corporation located at 1530 O'Brien Drive, Menlo Park, California 94025 and Dover Technologies International, Inc. (hereinafter "Assignee"), a Delaware corporation located at One Marine Midland Plaza, Sixth Floor, East Tower, Binghamton, New York 13901.

WITNESSETH

WHEREAS Assignor is desirous of assigning all right, title and interest in its trademarks, including the goodwill of Assignor's business associated with the trademarks; and

WHEREAS Assignee is desirous of acquiring all right, title and interest in Assignor's trademarks, including the goodwill of Assignor's business associated with the trademarks;

NOW THEREFORE, the Parties hereto agree as follows:

In consideration of the purchase price paid in accordance with the Agreement and Plan of Merger between Dover Technologies International, Inc. and OK Acquisitions Co., Inc. and OK Holdings, Inc., the latter owning Assignor as a wholly owned subsidiary, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, grant and convey to Assignee all right, title, and interest in said trademarks, including the goodwill of Assignor's business associated therewith, and all pending and registered trademarks therefor throughout the world, the U.S. Trademark Applications and Registrations being identified in Exhibit A attached hereto and incorporated herein by reference; all foreign Trademark Applications and Registrations to be identified subsequently.

The parties further agree that this Assignment is to be construed under the laws of the State of Delaware.

Metcal, Inc.

By: _____



Name: Michael J. Gouldsmith

Title: President

EXHIBIT A

Mark	U.S. Application No.	U.S. Registration No.
METFIT		1,760,686
METCAL and design		1,333,109
METCAL and design		1,713,164
SMART HEAT		1,795,498
SMART HEAT		1,906,548
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