

02-06-2001

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Form PTO-1504
1-31-92 1.30.01



COVER SHEET
ONLY

01-30-2001

CE
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To the Honorable Comr

101606648

Record the attached o U.S. Patent & TMO/TM Mail Rept Dt. #10

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

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

Additional name(s) of conveying party(ies) attached _____ Yes No

2. Name and address of receiving party(ies):
 Name: Tyco Flow Services AG
 Address: P.O. Box 1571, Schwertstrasse 9, CH-8201 Schaffhausen, Switzerland

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Switzerland
 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) & addresses attached?
 Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: February 11, 2000

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) 75-826333 75-826565
 B. Trademark Registration No.(s).
 Additional Numbers attached? _____ Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Patrick Boisson
 Internal Address: Fross Zelnick Lehrman & Zissu, P.C.
 Street Address: 866 United Nations Plaza
 City: New York State: NY Zip: 10017

2/05/2001 6TON11 00000077 75826333
 01 FC:481 40.00 OP
 02 FC:482 25.00 OP

6. Total number of applications and registration involved:.....2

7. Total fee (37 CFR 3.41) \$ 65.00 E
 Enclosed
 Authorized to be charged to deposit account
 (Only if total fee is not sufficient)

8. Deposit account number:
 23-0825-0576900
 (Attach duplicate copy of this page if paying by deposit account)

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.

Patrick Boisson _____ 1/30/2001 _____
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: _____

ASSIGNMENT OF TRADEMARKS

WHEREAS, Penberthy, Inc., a Delaware corporation (hereinafter referred to as "ASSIGNOR"), has developed, conceived, acquired or otherwise owns certain intellectual property which includes all domestic and foreign trademarks, service marks, trade names, trade dress, labels, logos and all other names and slogans associated with any products or embodying associated goodwill of the business of ASSIGNOR related to such products, whether or not registered, and any applications or registrations therefore, and any associated goodwill incident thereto, owned by ASSIGNOR (collectively "TRADEMARKS"), including the right to use such TRADEMARKS in regard to products and services in classes not yet utilized but relating to the business of ASSIGNOR, specifically including without limitation, the registrations and applications for registration of the trademarks identified in the Schedule attached hereto;

WHEREAS, ASSIGNOR wishes to confirm the assignment of its entire interests in such TRADEMARKS to Tyco Flow Services AG, a Swiss corporation (hereinafter referred to as "ASSIGNEE"), and ASSIGNEE wishes to confirm acceptance of the assignment of such TRADEMARKS;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that effective February 11, 2000 for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR assigns and transfers to ASSIGNEE all right, title and interest of ASSIGNOR in and to said TRADEMARKS along with any goodwill associated therewith, including the right to seek and obtain for ASSIGNEE's own benefit injunctive relief, recovery of damages for any past and/or future infringements, including enhanced damages and/or attorneys' fees for willful infringement.

ASSIGNOR further covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

ASSIGNOR further covenants that ASSIGNOR will, upon ASSIGNEE's request, promptly execute and deliver to ASSIGNEE or its legal representative any and all papers or instruments required to maintain and enforce said TRADEMARKS that may be necessary or desirable to carry out the purposes hereof.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this assignment to be signed on the dates set forth below.

ASSIGNOR: PENBERTHY, INC.

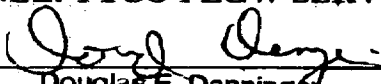
Date: February 9, 2000

By: _____

Title: _____

ASSIGNEE: TYCO FLOW SERVICES AG

Date: February 9, 2000

By: 
Douglas E. Denning

Title: Chief Executive Officer

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this assignment to be signed on the dates set forth below.

ASSIGNOR: PENBERTHY, INC.

Date: February ¹¹~~9~~, 2000

By: 

Title: VP and CFO

ASSIGNEE: TYCO FLOW SERVICES AG

Date: February ¹¹~~9~~, 2000

By: _____

Title: _____

SCHEDULE TO TRADEMARK ASSIGNMENT

See Attachment.

Portland2-4239092.1 0027791-00031

Trademark List

Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number/Filing	Registration Number/Date	Renewal Date	First Use Date
PENTEMP	PENDE RL EII	Owner: Penberthy, Inc Classes: 9	3072510032	Registered	74/386201	1893560	09-May-2005	

83 Country: United States of America

Remarks: 8 & 15 affidavit due 05/09/2001

Goods: Temperature sensors and accessories therefor; namely, resistance temperature detectors, thermocouples, thermometers, thermowells, thermocouple and instrument wire and cable; thermocouple, resistance temperature detectors and thermowell connection heads; and temperature data transmitters with remote temperature displays.

Recent Trademark Applications:

Trademark Name Application No.

87 Levalert	75/826,565	10/19/99
88 Viewport	75/826,333	10/19/99

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

SER. NO. : 75/826,565
APPLN. DATE : October 19, 1999
MARK : LEVALERT

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Assistant Commissioner for
Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-9300

Sir:

TYCO FLOW SERVICES AG, a corporation organized and existing under the laws of Switzerland, located and doing business at P.O. Box 1571, Schwertstrasse 9, CH-8201 Schaffhausen, Switzerland, the proprietor of the above-identified trademark application, hereby appoints the firm Fross Zelnick & Lehrman & Zissu P.C., attorneys at law, of 866 United Nations Plaza, New York, New York 10017 (telephone 212-813-5900), its attorneys and representative upon whom notices or process in proceedings affecting the above-identified mark may be served.

TYCO FLOW SERVICES AG

By: Stephen FaciszewskiName: Stephen Faciszewski
Vice President

Title: _____

Date of Signature: January 4, 2001JAN 4 2001 10:08AM
Empire: 4/7/01
TRADEMARK

REEL: 002230 FRAME: 0167

NO. 9734 P. 3

TYCO ADT SHERWOOD: Seite 3

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

SER. NO. : 75/826,333

APPLN. DATE : October 19, 1999

MARK : VIEWPORT

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Assistant Commissioner for
Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-9300

Sir:

TYCO FLOW SERVICES AG, a corporation organized and existing under the laws of Switzerland, located and doing business at P.O. Box 1571, Scherzstrasse 9, CH-8201 Schaffhausen, Switzerland, the proprietor of the above-identified trademark application, hereby appoints the firm Fross Zelnick & Lehrman & Zissu P.C., attorneys at law, of 866 United Nations Plaza, New York, New York 10017 (telephone 212-813-5900), its attorneys and representative upon whom notices or process in proceedings affecting the above-identified mark may be served.

TYCO FLOW SERVICES AG

By: Stephen FaciszewskiName: Stephen Faciszewski
Vice President

Title: _____

Date of Signature: January 4, 2001