

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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
Effective Date
Month Day Year
07/01/1997
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name **P.R. Hoffman Machine Products Corporation**

07/01/1997

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization **Delaware**

Receiving Party

Mark if additional names of receiving parties attached

Name **P.R. Hoffman Machine Products, Inc.**

DBA/AKA/TA _____

Composed of _____

Address (line 1) **1517 Commerce Avenue**

Address (line 2) _____

Address (line 3) **Carlisle** **Pennsylvania** **17013**

- 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 **Arizona**

03/02/2001 90HHE1 0000021 1955945

FOR OFFICE USE ONLY

01 FD:481

40.00 DP

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 Practices. 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: 002244 FRAME: 0561

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="1,955,945"/>	<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 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.

Sue Heberlig

7.15.2001

Name of Person Signing

Signature

Date Signed

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of the 1st day of July, 1997, by and between P. R. Hoffman Machine Products Corporation, a Delaware corporation (the "Assignor"), and P.R. Hoffman Machine Products Inc., an Arizona corporation the "Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the name P. R. Hoffman (and design) (the "Name") and marks and registrations, as set forth on Schedule "A" attached hereto and incorporated herein, together with the goodwill of its business associated therewith and symbolized thereby; and

WHEREAS, Assignor has elected to transfer all of its right, title, and interest in and to the Name and the marks and registrations set forth in Schedule "A," and associated goodwill, to Assignee.

NOW, THEREFORE, for good and valuable consideration, and intending to be legally bound hereby, Assignor hereby sells, assigns, transfers, conveys, delivers and sets over to Assignee the entire right, title, and interest in and to the Name and the marks and registrations listed on Schedule "A" hereto, together with the goodwill of the business associated therewith and symbolized by the Name and the marks and registrations, together with all claims for damages by reason of past infringement of

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said fictitious name, marks and registrations, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor hereby covenants and agrees to and with said Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title and interest in and to the Name and the marks and registrations listed on Schedule "A", and the same are unencumbered and the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein. Assignor hereby warrants and represents to Assignee that no other person, firm or corporation has been granted any rights by Assignor in respect of the fictitious name, marks and registrations listed on Schedule "A."

Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks and, as appropriate, the corresponding officials of the several states and of all foreign countries to record Assignee as the owner of and/or to issue in accordance with this instrument all registrations of marks and all applications for any of the same, which are assigned to Assignee by this instrument.

Assignor shall, at Assignee's reasonable request, execute and deliver to Assignee any and all agreements, instruments and other document of any kind or character, and perform all such

other actions, that may be necessary or desirable to facilitate and effectuate the terms and provisions of this Assignment. This Assignment shall be binding upon Assignor and its respective successors and assigns, and shall inure to the benefit of Assignee and its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the day and year first above written.

WITNESS:

ASSIGNOR
P. R. HOFFMAN MACHINE
PRODUCTS CORPORATION

Greg B. Hall

By [Signature]
Title _____

ASSIGNEE
P. R. HOFFMAN MACHINE PRODUCTS
INC.

[Signature]

By [Signature]
Title Vice President - Finance

SCHEDULE "A"

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
PR HOFFMAN name and design	1,955,945	February 13, 1996

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RECORDED: 02/15/2001

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