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03-19-2001

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H0075/2024 and H0075/2025

U.S. Patent & TMOs/TM Mail Rpt Dt. #71

RECORD
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FORM PTO-1594

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

MRD 3-19-01

101669723

Patent and Trademark Office

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To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Alcan Deutschland GmbH

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation - Country-Germany
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: January 7, 1999

2. Name and address of receiving party(ies)

Name: Federal-Mogul Nurnberg GmbH
Internal Address:
Street Address: Nopitschstrasse 67
90441 Nurnberg Germany

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-Country Germany
☐ 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
1,654,713 and 1,661,427

Additional numbers attached? ☐ Yes ☐ No

5. Name and address of party to whom correspondence
Concerning document should be mailed:

Name: Douglas R. Wolf
Address: WOLF, GREENFIELD & SACKS, P.C.
Federal Reserve Plaza
600 Atlantic Avenue
Boston, MA 02210

6. Total number of applications and registrations
involved: [2]

7. Total fee (37 CFR 3.41).....\$ 65
☒ Enclosed

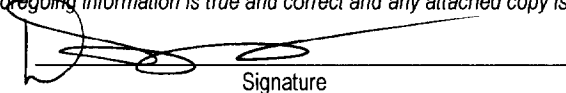
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DO NOT USE THIS SPACE

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.

Douglas R. Wolf
Name


Signature

March 15, 2001
Date

Total number of pages including cover sheet, attachments, and document: [6]

Mail documents to be recorded with required cover sheet information to:

Box Assignment, Commissioner of Patents and Trademarks, 2900 Crystal Drive, Arlington VA 22202-3515

03/28/2001 TDIAZ1 00000021 1654713

01 FC:481 40.00 OP
02 FC:482 25.00 OP

519965.1

TRADEMARK
REEL: 002258 FRAME: 0718

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant : Federal-Mogul Nürnberg GmbH
Reg. No. : 1,654,713
Reg. Date : August 27, 1991
Mark : NÜRAL & DESIGN

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Commissioner For Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

Sir:

David Wolf	Randy J. Pritzker	Michael G. Verga
George L. Greenfield	Richard F. Giunta	Robert A. Skrivanek, Jr.
Stanley Sacks	Douglas R. Wolf	Michele J. Young
Edward F. Perlman	Elizabeth R. Plumer	Ivan D. Zitkovsky
Lawrence M. Green	John N. Anastasi	Robert M. Abrahamsen
Steven J. Henry	Paul D. Sorkin	John C. Gorecki
Therese A. Hendricks	Gary S. Engelson	William G. Gosz
Edward R. Gates	Peter J. Gordon	Neil P. Ferraro
William R. McClellan	Timothy J. Oyer	Julie A. Beberman
Ronald J. Kransdorf	James M. Hanifin, Jr.	Lisa E. Winsor
M. Lawrence Oliverio	Christopher S. Schultz	Mark Steinberg
Jason M. Honeyman	Helen C. Lockhart	Amir Rezaizideh
Peter C. Lando	Matthew B. Lowrie	
James H. Morris	Robert E. Rigby, Jr.	

whose post office address is Wolf, Greenfield & Sacks, P.C., 600 Atlantic Avenue, Boston, Massachusetts 02210, Telephone (617) 720-3500, are hereby designated Applicant's representative upon whom notice or process of proceedings affecting the mark may be served.

Federal-Mogul Nürnberg GmbH

3. November 2000

Date

By:


Name: Bernd Bründig Josef Harrer
Title:

Marketing and Sales Chief Engineer Piston & Pin
Director Pistons

462581.1

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant : Federal-Mogul Nürnberg GmbH
 Reg. No. : 1,661,427
 Reg. Date : October 22, 1991
 Mark : NÜRAL

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Commissioner For Trademarks
 2900 Crystal Drive
 Arlington, VA 22202-3513

Sir:

David Wolf	Randy J. Pritzker	Michael G. Verga
George L. Greenfield	Richard F. Giunta	Robert A. Skrivanek, Jr.
Stanley Sacks	Douglas R. Wolf	Michele J. Young
Edward F. Perlman	Elizabeth R. Plumer	Ivan D. Zitkovsky
Lawrence M. Green	John N. Anastasi	Robert M. Abrahamsen
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Ronald J. Kransdorf	James M. Hanifin, Jr.	Lisa E. Winsor
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Jason M. Honeyman	Helen C. Lockhart	Amir Rezaizideh
Peter C. Lando	Matthew B. Lowrie	
James H. Morris	Robert E. Rigby, Jr.	

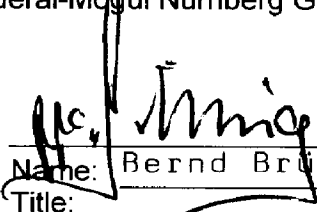

whose post office address is Wolf, Greenfield & Sacks, P.C., 600 Atlantic Avenue, Boston, Massachusetts 02210, Telephone (617) 720-3500, are hereby designated Applicant's representative upon whom notice or process of proceedings affecting the mark may be served.

Federal-Mogul Nürnberg GmbH

3. November 2000

Date

By:

 
 Name: Bernd Brünig Josef Harrer
 Title:

Marketing and Sales Chief Engineer Piston & Pin
 Director Pistons

462583.1

Number 7 of the Roll of Deeds for 1999



Transacted at Frankfurt am Main
on January 7, 1999.

Before me, the undersigned notary

Dr. Axel Hofmann

with official residence at Frankfurt am Main

today appeared:

1. Nikolaus Frhr. von Verschuer, business residence Kölner Straße 8, 65760 Eschborn, identified by german identity card, acting not in his own name but in his capacity as managing director with sole power of representation and exemption from the restrictions of § 181 German Civil Code on behalf of

Alcan Deutschland GmbH

Kölner Straße 8, 65760 Eschborn

- in the following referred to as "Seller" -

TRADEMARK

REEL: 002258 FRAME: 0721

2. Ian Darke, business residence Stielstraße 11, 65201 Wiesbaden, identified by british passport acting not in his own name but in his capacity as managing director with sole power of representation and exemption from the restrictions of § 181 German Civil Code on behalf of

Federal-Mogul Nürnberg GmbH

Stielstraße 11, 65201 Wiesbaden

- in the following referred to as "Buyer" -

Since both the notary and the persons appearing have command of the English language, this recording was done in English upon the request of the parties.

The notary asked whether this matter had been dealt with before in the meaning of § 3 para. 1 no. 7 Recording Act. This was denied by the persons appearing.



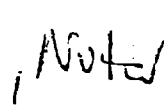
The persons appearing requested the recording of the following


Purchase and Transfer Agreement

Preamble:

¹⁵
The Annexes 5.1; 5.1.1; 5.1/2; 5.1/3; 5.1/4; 5.1/5; 6; 11.6.1; 11.6./2 have been read. The other Annexes have been made available for information and have been signed by the parties page by page.

The protocol has been read to the persons appearing, approved by them and signed by them and the Notary Public as follows:


1.  , Notar 



12. Oct 1999

§ 3

Legal Declarations

1. The parties to this Agreement hereby agree that title to the Assets shall pass to Buyer as of the Transfer Date and make all declarations and perform all acts legally necessary to this effect.
2. The parties agree that Seller's title and expectancies of title (Anwartschaften) to all moveable Assets attributable to Alcan Pistons and further described in this Agreement will pass on to the Buyer. Seller assigns to Buyer all rights and obligations arising out of the Contracts relating to Alcan Pistons and further described hereafter, and Buyer accepts such assignment.

§ 4

Industrial Property

1. Seller is the owner of the Industrial Property specified in Annex 4.1 and comprising all patents, petty-patents, design-patents, trademarks and respective applications as well as other intellectual property rights, copyrights, inventions, business and trade secrets, engineering, manufacturing, test and quality control data relating to past, present and planned products, transferable public and private concessions, permissions, authorizations and licences, transferable EDP-software, goodwill, supplier and customer relations and other intangible assets attributable to Alcan Pistons. Annex 4.1 reflects these industrial and intellectual property rights of Seller including industrial and intellectual property rights resulting from cooperation and confidentiality agreements as of September 1998 and shall be updated to reflect the position as of the Transfer Date.
2. Seller has, in the interest of Alcan Pistons, engaged in opposition procedures against industrial property rights of third parties in the cases listed in Annex 4.2.
3. Subject to § 24 below Seller conveys to Buyer and Buyer acquires the Industrial Property and legal positions mentioned in section 1 and section 2 of this paragraph, as of the Transfer Date including all rights and obligations thereto. Seller will provide to Buyer all the pertinent files and documents. § 11 sec. 4 below shall apply accordingly and Seller shall grant a royalty-free license to Buyer if permitted.
4. Seller and Buyer will immediately after the Transfer Date initiate action with the respective authorities as required for the official transfer of rights.

5. Buyer will decide upon the continuation of the outstanding proceedings referred to in section 1 and section 2 of this paragraph after the Transfer Date. If Buyer desires Seller's support in this connection, the necessary agreements will be made between Seller and Buyer.
6. Buyer does not acquire any rights as to trademarks related to Alcan Aluminium Limited and to the firm name "ALCAN".

The rights of use regarding the trademark and the firm name "ALCAN" licensed to Alcan Pistons by Alcan Aluminium Limited will expire within 3 months after the Transfer Date.

Buyer will ensure that Alcan Pistons will terminate the use of the trademark and firm name "ALCAN" after that date.

Buyer will not use or let any of its affiliated companies use trademarks or firm names capable of being confused with "ALCAN".

7. The restrictions pursuant to section 6 of this paragraph shall not apply to the rights as to the trademark "Nüral" which shall be transferred to Buyer pursuant to section 3 of this paragraph.

§ 5

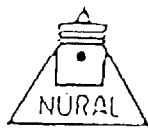
Real Property, Buildings

1. The sold real property shall include the real estate described in Annex 5.1 hereto, together with all buildings, fixtures and improvements located on, and forming part of, such real estate and all rights pertaining thereto (hereinafter referred to as the "Sold Real Estate").

The encumbrances on the Sold Real Estate pursuant to Parts II and III of the Land Register are reflected in Annex 5.1.


2. Buyer assumes the encumbrances listed in Part II of the Land Register, but does not assume the encumbrances listed in Part III of the Land Register which are reflected in Annex 5.1. Buyer also assumes building restrictions, servitudes predating the present Land Register system which are not registered in the Land Register, neighbouring restrictions and other encumbrances and obligations not to be registered in the Land Register which are set forth in Annex 5.2. Other encumbrances of any type whatsoever, including but not limited to those in Part III of the Land Register, shall not be assumed by Buyer. Seller shall, at its own costs and without

Markenrechte der Alcan Deutschland GmbH, Werk Nürnberg

Lfd.-Nr.	Marke	Aktennummer	Länder (Laufzeit)
1		719	JP (2006),
2	MOTOTHERM	651	FR (2006)
3	NÜRAL-DUOMATIC-KOLBEN	982, 982 A 01	DE (2002), DD (2000)
4	NÜRAL-LOCHSTREIFEN-KOLBEN	561	wird fallengelassen Nov.'98
5	NÜRAL-MOTOTHERM-KOLBEN	620, 645	DE (1999), IR-Marke für AT, BENELUX,EG,ES,FR,HU, IT,LI,MA,MC,PT,RO,SM, CH,CZ,TN,VN,YU,SK (2000)
6	NÜRAL-MOTOTHERMOS-KOLBEN	687, 687 A 01	DE (2003), DD (2000)
7	NÜRAL-TOPOTHERM-KOLBEN	1391 IR, 1391 A 01+ A 05	IR-Marke: DD,AT, BENELUX,ES,FR,HU,IT, CZ,SK,YU,KP,RO,PT, RU (2006), US (2007),BR (2000)
8	PERIMATIC	573, 574	DE (2008), IR-Marke: AT, BENELUX,EG,ES,FR,HU, IT,LI,MA,MC,PT,DD,RO, SM,CH,CZ,TN,VN,YU,SK (1999)

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Handwritten signature

Lfd.-Nr.	Marke	Aktennummer	Länder (Laufzeit)
9	<i>Nival</i>	87 A 03-A 04	AU (2001), TH (2001)
		1428	DE (2007)
		1428 A 01-A 23	GB (2008), SE (1999), FI (2001), IL (2008), DK (1999), NO (1999), GR (2007), TR (2007), <u>US*</u> (2001), CA (2005), IR (2007), SG (2004/2005), MY (2008), IN (2001), CL (2007), PE (2003), SV (2006), BO (2000), AR (-), BR (2006), MX (2003), PL (2013)
		1428 IR	IR-Marke: AT,BENELUX,EG,ES,FR, HU,IT,PT,DZ,RO,CH,SK, CZ,YU,BA,AM,KG,MD,T J,UZ,KZ,RU,UA,TM (2009) *=auch in Blockbuchstaben registriert!
10		182, 707 92	GR (2001), TR (1999), IR-Marke: AT,BENELUX, DD,EG,ES,FR,HU,IT,LI, MA,MC,PT,CZ,RO,SM, CH,SK,TN,VN,YU,DZ (2003)

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Lfd.-Nr.	Marke	Aktennummer	Länder (Laufzeit)
11		87 A 01 - A 02 1429 1429 A 01 - A 24 1429 IR	AU (2001), TH (2001) DE (2007) GB (2008), SE (1999), FI (2001), IL (2008), DK (1999), NO (1999), GR (2007), TR (2007), <u>US</u> (2001), CA (2005), IR (2007), SG (2004/2005), MY (2008), IN (2001), CL (2007), PE (2003), SV (2006), BO (2000), AR (-), BR (2006), MX (2003), TW (2003), PL (2013) IR-Marke: AT, BENELUX, EG, ES, FR, HU, IT, PT, DZ, RO, CH, SK, CZ, YU, BA, AM, KG, MD, TJ, UZ, KZ, RU, UA, TM (2009)
12	NÜRAL	361, 183, 91	DE (2004), GR (2001) IR-Marke: AT, BENELUX, BA, DD, EG, ES, FR, HU, IT, LI, MA, MC, PT, CZ, RO, SM, CH, SK, TN, VN, YU, DZ, CZ (2003)
13	ELASTOVAL	1520, 1520 A 01 - A 03, 1520 IR	DE (2001), GB (2008), SE (2002), US (2003) IR-Marke: AT, ES, FR, IT, CZ, SK (2011)
14		167, 177	DE (2000), IR-Marke: FR, LI, CH, YU, AT, BENELUX, EG, ES, HU, IT, MA, MC, CZ, SK, RO, SM, TN, VN, DZ, CN (2003)

Handwritten signatures: