

04-23-2001



4-2-01

101682296  
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

Merger

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
12132000

Name

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

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01 PCH&C  
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03 PCH&C  
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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

**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)**

**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.

ALLISON Z. GIFFORD

APRIL 2, 2001

Name of Person Signing

Signature

Date Signed

DATED 13 December 2000

**NEWPORT TECHNOLOGY GROUP LIMITED**

- and -

**NEWPORT COMPONENTS LIMITED**

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**TRADE MARK ASSIGNMENT**

in relation to the trade mark  
"N and Ball Device"

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**LAYTONS**

Carmelite

50 Victoria Embankment

Blackfriars

London EC4Y 0LS

Tel: 020 7842 8000 Fax: 020 7842 8080

E-mail: london@laytons.com

Ref: EXG/144253

14-231-4

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**THIS DEED** is made on *13 December* 2000

**BETWEEN**

- (1) **NEWPORT TECHNOLOGY GROUP LIMITED** (company number 02449967) whose registered office is at 1 Tanners Drive Blakelands North Milton Keynes MK14 5BU ("the Assignor"); and
- (2) **NEWPORT COMPONENTS LIMITED** (company number 01621112) whose registered address is at 1 Tanners Drive Blakelands North Milton Keynes MK14 5BU ("the Assignee")

**WHEREAS**

- (A) The Assignor is the registered proprietor and beneficial owner of the Trade Marks and is the beneficial owner of the Applications all of which stand or are proceeding in the name of the Assignor
- (B) The parties wish to transfer the Trade Marks and the Applications from the Assignor to the Assignee

**NOW THIS DEED WITNESSES that:**

**1. DEFINITIONS**

In this Deed of Assignment including its Recitals and Schedules the following definitions apply:

- "Applications" mean the trade mark applications listed in Schedule 1;
- "Trade Marks" mean the registered trade marks listed in Schedule 2

**2. ASSIGNMENT**

For the consideration of one pound (£1) receipt of which the Assignor hereby acknowledges, the Assignor hereby assigns to the Assignee with full title guarantee that:

- 2.1.1 all its right title, interest and goodwill in and to:
  - (a) the Trade Mark; and
  - (b) the Applications to the intent that the grant of any registration in pursuance thereof shall be in the name of and vest in the Assignee; together with all statutory and common law rights and powers arising or accrued therefrom including the right to take legal action for damages and other remedies in respect of any infringement of such rights in the past;
- 2.1.2 the right to apply for, prosecute and obtain trade marks or similar protection throughout the world in respect of the names, words and devices incorporated in the Trade Mark and forming the subject matter of the Applications

**3. FURTHER ASSURANCE**

The Assignor further covenants that at the request and cost of the Assignee it will use its reasonable endeavours to do all such acts and execute all such documents as may reasonably be necessary or desirable both to secure the vesting in the Assignee of all rights assigned to the Assignee hereunder and to assist in the resolution of any question concerning the Trade Marks and the Applications

**IN WITNESS** this Deed has been executed and delivered by the parties on the date first above written

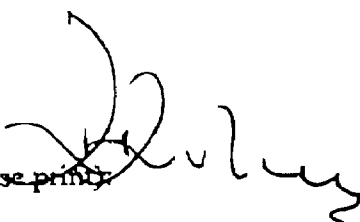
**SCHEDULE 1  
Applications**

Country of Application	Mark	Application No.	Class(es)	Date of application
USA	N and Ball Device	75/723 532	9	8 June 1999
USA	N and Ball Device	75/723 569	42	8 June 1999

**SCHEDULE 2  
Trade Mark**

Country of Registration	Mark	Registered number	Class(es)	Date of application	Date of Registration
United Kingdom	N and Ball Device	212 3931	9, 10, 42	17 February 1997	26 May 2000
Germany	N and Ball Device	399 54 926	9	7 September 1999	3 April 2000
France	N and Ball Device	99 803 687	9	20 July 1999	

**EXECUTED AS A DEED** )  
 by **NEWPORT TECHNOLOGY** )  
**GROUP LIMITED** and signed by a )  
 director and secretary or two directors )

Director:  J. R. WIDDOW  
 Name (please print):

Director/Secretary:  J. R. FICKER  
 Name (please print):

**EXECUTED AS A DEED** )  
 by **NEWPORT COMPONENTS** )  
**LIMITED** and signed by a director )  
 and secretary or two directors )

Director:  J. W. LAURIE  
 Name (please print):

Director/Secretary:  J. P. COURANCE  
 Name (please print):