

04-23-2001

# CORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



101684048

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

1. Name of conveying party(ies):

Figgie Licensing Corporation

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

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

2. Name and address of receiving party(ies)

Sasib North America, Inc. previously known as  
Name: Sasib Beverage & Food North America

Internal Address: ATTN: Luca Raffaelli

Street Address: 808 Stewart Avenue

City: Plano State: TX ZIP: 75074

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

Execution Date: February 7, 1995

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

912915, 1280500, 1158850, 916231,  
385698, 770764

Additional numbers attached?  Yes  No

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

Name: Gilliss & Valla, LLP

Internal Address: David S. Toy

Street Address: Corporate Terrace,

3470 Mt. Diablo Boulevard, Suite A215

City: Lafayette State: CA ZIP: 94549

6. Total number of applications and registrations involved: \_\_\_\_\_

6

7. Total fee (37 CFR 3.41).....\$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(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.

David S. Toy  
Name of Person Signing

Signature

4/6/01  
Date

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

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

COPY

ASSIGNMENT OF TRADEMARK RIGHTS

THIS ASSIGNMENT OF TRADEMARK RIGHTS (the "Assignment") is made and entered into as of this 7<sup>th</sup> day of February, 1995, ("Effective Date"), by and between Figgie Licensing Corporation, a Delaware corporation ("Assignor"), and SASIB Beverage and Food North America, Inc., a Delaware corporation ("Assignee").

WHEREAS, Figgie International, Inc. and Assignee are parties to that certain Agreement of Purchase and Sale dated as of December 23, 1994, ("Purchase Agreement"), pursuant to which Figgie International, Inc. has agreed to sell and Assignee has agreed to purchase the assets, properties and rights pertaining to the Business as defined in the Purchase Agreement;

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the United States trademark registrations and applications for registration identified and set forth on Schedule A, including variations thereof (collectively, the "Marks"), and the goodwill of the business associated therewith;

WHEREAS, pursuant to the Purchase Agreement, these Marks are to be assigned to Assignee;

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee the entire

right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used, and all registrations and applications therefor, in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

Assignor hereby represents and warrants that its right, title and interest in and to the Marks set forth in Schedule A are free and clear of any liens and encumbrances, that it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required):

(1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (2) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

This Assignment may be executed in counterpart, any one of which need not contain the signatures of more than one party, but both of which, taken together, shall constitute one and the same agreement.

\* \* \* \* \*

IN WITNESS WHEREOF, each of the parties hereto have caused this ASSIGNMENT OF TRADEMARK RIGHTS to be executed on its behalf as of the 7<sup>th</sup> day of February 1995.

FIGGIE INTERNATIONAL INC.  
(ASSIGNOR)

By: Steven L. Siemborski  
 NAME: Steven L. Siemborski  
 TITLE: ~~Executive~~ Vice President & ~~CEO~~  
           SR CR

FIGGIE LICENSING CORPORATION  
(ASSIGNOR)

By: James L. Byer  
 NAME: JAMES L. BYER  
 TITLE:

SASIB BEVERAGE AND FOOD NORTH AMERICA, INC.  
(ASSIGNEE)

By: \_\_\_\_\_  
 NAME: Gian Carlo Vaccari  
 TITLE: Vice President

IN WITNESS WHEREOF, each of the parties hereto have caused this ASSIGNMENT OF TRADEMARK RIGHTS to be executed on its behalf as of the 7<sup>th</sup> day of February 1995.

FIGGIE INTERNATIONAL INC.  
(ASSIGNOR)

By: \_\_\_\_\_  
NAME: Steven L. Siemborski  
TITLE: Executive Vice President & CEO

FIGGIE LICENSING CORPORATION  
(ASSIGNOR)

By: \_\_\_\_\_  
NAME:  
TITLE:

SASIB BEVERAGE AND FOOD NORTE  
AMERICA, INC.  
(ASSIGNEE)

By: Gian Carlo Vaccari  
NAME: Gian Carlo Vaccari  
TITLE: Vice President

STATE OF OHIO )  
                  LAKE ) SS:  
COUNTY OF CUYAHOGA )

On this 7<sup>th</sup> day of February in the year of 1995 before me personally came Steven L. Siemborski, to me known, who being by me duly sworn, did say that he is the ~~Executive~~ Vice President & CFO of FIGGIE INTERNATIONAL INC., the corporation described in and which executed the foregoing Assignment, and that he signed his name thereto.

Mary E. Frey  
Notary Public

STATE OF OHIO )  
                  LAKE ) SS:  
COUNTY OF CUYAHOGA )

MARY E. FREY, Attorney-At-Law  
Notary Public - State of Ohio  
My commission has no expiration date  
Sec. 147.03 R.C.

On this 7<sup>th</sup> day of February in the year of 1995 before me personally came JAMES L. BYER, to me known, who being by me duly sworn, did say that he/she is the Act. T. TREASURER of FIGGIE LICENSING CORPORATION, the corporation described in and which executed the foregoing Assignment, and that he/she signed his/her name thereto.

Mary E. Frey  
Notary Public  
MARY E. FREY, Attorney-At-Law  
Notary Public - State of Ohio  
My commission has no expiration date  
Sec. 147.03 R.C.

On this 7th day of February in the year 1995 before me personally came Gian Carlo Vaccari, to me known, who being by me duly sworn, did say that he is the Vice President of SASIB BEVERAGE AND FOOD NORTH AMERICA, INC., the corporation described in and which executed the foregoing Assignment, and that he signed his name thereto.



Sergio Bertolini  
Notary Public  
Sott. Sergio BERTOLINI



## SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

<u>NO.</u>	<u>MARK</u>	<u>DATE</u>
385698	CARBO COOLER	03/11/41
770764	FLO-MIX	06/02/64
912915	CARBO-TROL	06/08/71
916231	MEYER CIRCLE-SQUARE DESIGN	07/13/71
1002594	FLO-TROL	01/28/75
1054217	M AND TRIANGLE DESIGN	12/14/76
1158850	DE-OX SYSTEM	06/30/81
1280500	MOJONNIER	06/05/84

Each of the above trademark registrations is owned by Figgie Licensing Corporation and are licensed to Figgie International Inc. pursuant to a License Agreement dated December 30, 1992.

**Certificate of Express Mail Under 37 CFR 1.10**

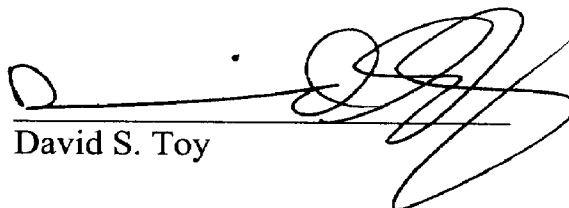
**Applicant: Sasib North America, Inc.**

**Paper being filed: Recordation Form Cover Sheet TRADEMARKS ONLY**

**Express Mail Mailing Label No.: ET058953955US**

**Date of Deposit: April 6, 2001**

I hereby certify that this paper is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" Service under 37 CFR 1.10 on the date indicated above and is addressed to the US Patent & Trademark Office, Office of Public Records, Crystal Gateway 4, Room 300, Washington, D.C. 20231.

  
David S. Toy

# GILLISS & VALLA, LLP

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\*ADMITTED IN CALIFORNIA AND  
CONNECTICUT

April 6, 2001

**Via Express Mail Post Office to Addressee**

US Patent & Trademark Office  
Office of Public Records  
Crystal Gateway 4,  
Room 300  
Washington, D.C. 20231

**RE: Applicant: Sasib North America, Inc.**

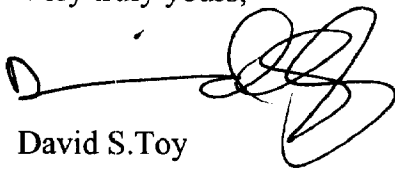
Dear Sir or Madam:

Enclosed for filing please find copies of the following:

1. The **Recordation Form Cover Sheet Trademarks Only**
2. The **Assignment of Trademark Rights**
3. The **Express Mail Certificate** indicating deposit of the Assignment on April 6, 2001 via Express Mail Post Office to Addressee; and
4. The **Postcard** for Sasib North America, Inc.

Please call me should you have any questions regarding the above-referenced applicant.

Very truly yours,

  
David S. Toy

DST/kem

Encls.