

05-18-2001



FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

101722239

**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** 5-14-01  
 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  
Merger Effective Date  
Month Day Year \_\_\_\_\_  
  
Change of Name  
  
Other \_\_\_\_\_

**Conveying Party** Mark if additional names of conveying parties attached  
Name ) The Ericson Manufacturing Co. Execution Date  
Formerly \_\_\_\_\_ Month Day Year  
4/18/2001  
  
Individual General Partnership Limited Partnership  Corporation Association  
  
Other \_\_\_\_\_  
 Citizenship/State of Incorporation/Organization Ohio

**Receiving Party** Mark if additional names of conveying parties attached  
Name The Huntington National Bank  
DBA/AKA/TA \_\_\_\_\_  
Composed of \_\_\_\_\_  
Address (line 1) 917 Euclid Avenue  
Address (line 2) \_\_\_\_\_  
Address (line 3) Cleveland OH/US 44115 240E  
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 National Banking Association  
Citizenship/State of Incorporation/Organization \_\_\_\_\_

**FOR OFFICE USE ONLY**  
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 Practice. 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**

924165-1

**TRADEMARK  
REEL: 002298 FRAME: 0159**

05/17/2001 DRYRME 00000184 1410372  
01 FC:481 40.00 GP  
02 FC:482 200.00 GP

**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 (216) 363-4642

Name Robert H. Earp, III

Address (line 1) 2300BP Tower

Address (line 2) 200 Public Square

Address (line 3) Cleveland, OH 44114

Address (line 4) \_\_\_\_\_

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. # 13

**Trademark Application Number(s) or Registration Number(s)**  Mark if additional numbers attached  
*Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).*

Trademark Application Number(s)	Registration Number(s)		
	1,410,372	1,332,926	1,340,417
	1,242,639	1,226,549	1,225,840
	1,224,137	1,405,708	1,236,100

**Number of Properties** Enter the total number of properties involved. # 9

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$ 240.00

Method of Payment: Enclosed  Deposit Account

**Deposit Account**

(Enter for payment by deposit account or if additional fees can be charged to the account.)

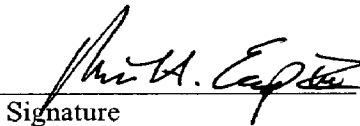
Deposit Account Number: # 02-2051

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.*

Robert H. Earp, III Reg# 41,004  
Name of Person Signing

  
Signature

4-20-01  
Date Signed

CONTINGENT PATENT, TRADEMARK  
AND LICENSE ASSIGNMENT AGREEMENT

1. RECITALS.

The Ericson Manufacturing Co., an Ohio corporation (together with its successors and assigns, "Borrower"), is entering into the Credit Agreement, as hereinafter defined, with The Huntington National Bank ("Bank").

Borrower understands that Bank is willing to enter into the Credit Agreement and to grant such financial accommodations to Borrower only upon certain terms and conditions, one of which is that Borrower grant to Bank a security interest in and an assignment of the Collateral, as hereinafter defined, and this Continent Patent, Trademark and License Assignment Agreement (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is being executed and delivered in consideration of each financial accommodation, if any, granted to Borrower by Bank and for other valuable considerations.

2. DEFINITIONS. As used in this Agreement, the following terms shall have the following meanings:

2.1. "Collateral" shall mean, collectively, all of Borrower's existing and future (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications and copyright registrations, whether federal or state, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, proceeds on infringement suits, and rights to sue for past, present and future infringements relating to any of the foregoing; (d) goodwill associated with any of the foregoing; and (e) proceeds of any of the foregoing.

2.2. "Credit Agreement" shall mean the Credit and Security Agreement executed by and between Borrower and Bank and dated as of the 18<sup>th</sup> day of April, 2001, as the same may from time to time be amended, restated or otherwise modified.

2.3. "Debt" shall mean, collectively, (a) all Indebtedness incurred by Borrower to Bank pursuant to the Credit Agreement and includes the principal and interest on all Notes; (b) each extension, renewal or refinancing thereof, in whole or in part; (c) the commitment and other fees, and any prepayment fees payable thereunder; (d) every other liability, now or hereafter owing to Bank by Borrower, and includes, without limitation, every liability, whether owing by only Borrower or by Borrower with one or more others in a several, joint or joint and several capacity, whether owing absolutely or contingently, whether created by note, overdraft, guaranty of payment or other contract or by quasi-contract, tort, statute or other operation of law, whether incurred directly to Bank

or acquired by Bank by purchase, pledge or otherwise and whether participated to or from Bank in whole or in part; and (e) all Related Expenses.

2.4. "Event of Default" shall mean an event or condition that constitutes an event of default pursuant to Section 8 hereof.

2.5. "Loan" shall mean any Loan, as defined in the Credit Agreement, granted pursuant to the Credit Agreement.

2.6. "Person" shall mean any individual, sole proprietorship, partnership, joint venture, unincorporated organization, corporation, limited liability company, institution, trust, estate, government or other agency or political subdivision thereof or any other entity.

Except as specifically defined herein, capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement.

3. GRANT OF ASSIGNMENT AND SECURITY INTEREST. In consideration of and as security for the full and complete payment of all of the Debt, Borrower hereby agrees that Bank shall at all times have, and hereby grants to Bank, a security interest in and assignment of all of the Collateral, including (without limitation) all of Borrower's future Collateral, irrespective of any lack of knowledge by Bank of the creation or acquisition thereof.

4. REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Bank that:

(a) Borrower owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable.

(b) The Collateral is valid and enforceable.

(c) Borrower has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person.

(d) Except for liens permitted pursuant to Section 5.9 of the Credit Agreement, Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Borrower not to sue third Persons

(e) Borrower has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms.

(f) Borrower has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a material adverse effect on Borrower.

5. **RIGHT TO USE.** Until the occurrence of an Event of Default, Bank, to the extent permitted by law, hereby grants to Borrower the exclusive, royalty-free, world-wide, nontransferable right and license to use the Collateral on and in connection with products manufactured, distributed, or both by or in connection with products sold, or services rendered, by Borrower, for Borrower's sole benefit and account and for none other. Borrower shall not enter into any agreement that is inconsistent with Borrower's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any sublicense under, the license granted to Borrower hereunder, without Bank's prior written consent, which such consent shall not be unreasonably withheld. Absent such prior written consent, any attempted sale or license is null and void.

6. **RIGHT TO INSPECT.** Borrower hereby grants to Bank and its employees and agents the right, at all reasonable times during normal business hours, following reasonable notice, to visit any location of Borrower or, if applicable, any other location, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours, at Borrower's expense.

7. **STANDARD PATENT AND TRADEMARK USE.** Borrower shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. Borrower shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Borrower shall further conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ©, ™, and <sup>SM</sup> where appropriate.

8. **EVENT OF DEFAULT.**

(a) The occurrence of any of the following shall constitute an "Event of Default" under this Agreement (i) if an Event of Default, as defined in the Credit Agreement, shall occur under the Credit Agreement, (ii) if Borrower shall fail to fully perform or omit to perform in any material respect any agreement or other provision contained or referred to in this Agreement, or (iii) if any representation, warranty or statement made in or pursuant to this Agreement, shall be false or erroneous in any material respect.

(b) If an Event of Default shall occur, Borrower irrevocably authorizes and empowers Bank to terminate Borrower's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, Bank may immediately sell at public or private sale, in a commercially reasonable manner, or otherwise realize upon all or, from time to time, any of the Collateral, together with the associated goodwill, or any interest that Borrower may have therein, and, after deducting from the proceeds of sale or other disposition of the Collateral all reasonable expenses (including all expenses for attorneys' and brokers' fees and

other legal services), Bank shall apply such proceeds against payment of the Debt. Any remainder of the proceeds, after payment in full of the Debt, shall be distributed in accordance with Chapter 1309 of the Ohio Revised Code. Notice of any sale or other disposition of the Collateral shall be given to Borrower at least five (5) Business Days before the time of any intended public or private sale or other disposition of the Collateral is to be made, which Borrower hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition Bank may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Borrower, which right is hereby waived and released.

9. **TERMINATION.** At such time as the Debt has been irrevocably paid in full, the Commitment, as defined in the Credit Agreement, terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Bank, this Agreement shall terminate and Bank shall execute and deliver to Borrower all deeds, assignments, and other instruments as may be necessary or proper to release Bank's security interest in and assignment of the Collateral and to re-vest in Borrower full title to the Collateral, subject to any disposition thereof that may have been made by Bank pursuant hereto.

10. **MAINTAINING COLLATERAL; ATTORNEYS' FEES, COSTS AND EXPENSES.** Borrower shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that Borrower shall not be obligated to maintain any Collateral in the event Borrower determines, in the reasonable business judgment of Borrower, that the maintenance of such Collateral is no longer necessary in Borrower's business. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by Bank in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Borrower, upon demand by Bank, and, until so paid, shall be added to the principal amount of the Debt.

11. **BORROWER'S OBLIGATION TO PROSECUTE.** Except as otherwise agreed to by Bank in writing or as set forth in Paragraph 10 of this Agreement, Borrower shall have the duty to prosecute diligently any patent application or trademark application pending as of the date of this Agreement or thereafter until the Debt shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by Borrower. Borrower shall not abandon any Collateral without the prior written consent of Bank, unless such abandonment

will not have a material adverse effect on Borrower or such abandonment is in connection with the abandonment of a product or product line.

12. **BANK'S RIGHT TO ENFORCE.** Borrower shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. Bank shall have the right, but shall have no obligation, to join in any such action. Borrower shall promptly, upon demand, reimburse and indemnify Bank for all damages, reasonable costs and expenses, including attorneys' fees incurred by Bank in connection with the provisions of this Section 12, in the event Bank elect to join in any such action commenced by Borrower.

13. **POWER OF ATTORNEY.** Borrower hereby authorizes and empowers Bank to make, constitute and appoint any officer or agent of Bank as Bank may select, in its exclusive discretion, as Borrower's true and lawful attorney-in-fact, with the power to endorse, after the occurrence and continuance of an Event of Default, Borrower's name on all applications, documents, papers and instruments necessary for Bank to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

14. **BANK'S RIGHT TO PERFORM OBLIGATIONS.** If Borrower fails to comply with any of its obligations under this Agreement, Bank, may, but is not obligated to, do so in Borrower's name or in Bank's name, but at Borrower's expense, and Borrower hereby agrees to reimburse Bank on demand in full for all expenses, including attorneys' fees, incurred by Bank in protecting, defending and maintaining the Collateral.

15. **ADDITIONAL DOCUMENTS.** Borrower shall, upon written request of Bank, enter into such additional documents or instruments as may be required by Bank in order to effectuate, evidence or perfect Bank's interests in the Collateral as evidenced by this Agreement.

16. **NEW COLLATERAL.** If, before the Debt shall have been satisfied in full and the Commitment terminated, Borrower shall obtain rights to any new Collateral, the provisions of Section 1 shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and Borrower shall give Bank prompt written notice thereof.

17. **MODIFICATION FOR NEW COLLATERAL.** Borrower hereby authorizes Bank to modify this Agreement by amending Schedule 1 to include any future Collateral as contemplated by Sections 1 and 16 hereof and, at Bank's request, Borrower shall execute any documents or instruments required by Bank in order to modify this Agreement as provided in this Section 17, provided that any such modification to Schedule 1 shall be effective without the signature of Borrower.

18. **NO WAIVER.** No course of dealing between Borrower and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

19. **REMEDIES CUMULATIVE.** All of the rights and remedies of Bank with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

20. **SEVERABILITY.** The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

21. **MODIFICATIONS.** Except as set forth in paragraph 17, this Agreement may be amended or modified only by a writing signed by Borrower and Bank. In the event that any provision of this Agreement is deemed to be inconsistent with any provision of any other document, other than the Credit Agreement, the provisions of this Agreement shall control.

22. **ASSIGNMENT AND SUCCESSORS.** This Agreement shall not be assigned by Borrower without the prior written consent of Bank. This Agreement shall bind the successors and permitted assigns of Borrower and shall benefit the successors and assigns of Bank. Any attempted assignment or transfer without the prior written consent of Bank shall be null and void.

23. **NOTICE.** All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Borrower, mailed or delivered to it, addressed to it at the address specified on the signature page of the Credit Agreement, and, if to Bank, mailed or delivered to it, addressed to the address of Bank specified on the signature pages of the Credit Agreement. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or forty-eight (48) hours after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that notices from Borrower to Bank pursuant to any of the provisions hereof shall not be effective until received.

24. **GOVERNING LAW.** This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Ohio, without regard to principles of conflicts of law. Borrower hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cleveland, Ohio, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing,



and Borrower hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. Borrower hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Borrower agrees that a final, nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

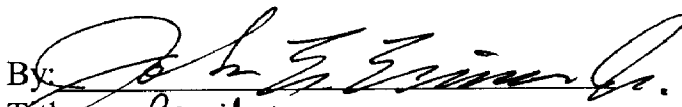
25. JURY TRIAL WAIVER. BORROWER AND BANK, TO THE EXTENT PERMITTED BY LAW, EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN BANK AND BORROWER, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF ANY BANK TO PURSUE REMEDIES PURSUANT TO ANY CONFESSION OF JUDGMENT OR COGNOVIT PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT BETWEEN BORROWER AND BANK.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the 18th day of April, 2001.

Address: 4215 Hamann Parkway  
Willoughby, OH 44094

THE ERICSON MANUFACTURING CO.

Attention: John E. Ericson, Jr.

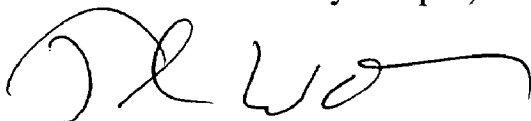
By:   
Title: President

ACKNOWLEDGMENTS

THE STATE OF OHIO                    )  
  ) SS:  
COUNTY OF                            )

BEFORE ME, the undersigned authority, on this day personally appeared John E. Ericson Jr., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said THE ERICSON MANUFACTURING CO., an Ohio corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of April, 2001.



NOTARY PUBLIC

THOMAS W OSTROWSKI ATTORNEY AT LAW  
NOTARY PUBLIC - STATE OF OHIO  
MY COMMISSION HAS NO EXPIRATION DATE  
SECTION 147.03 R.C.

**SCHEDULE 1**

**Schedule 1 to Contingent Patent, Trademark and License Assignment Agreement  
between The Huntington National Bank and The Ericson Manufacturing Co.**

<b>PATENT</b>	<b>JURISDICTION</b>	<b>REGISTRATION</b>
Electric Plug Connectors	U.S.	2,061,190
Electrical Connector	U.S.	4,021,092
Electrical Connector	Canadian	1,056,928
Electrical Connector with Ground Fault Detector	U.S.	4,318,578
Magnetic Solenoid Resettable Ground Fault Circuit Interruptor	U.S.	5,173,673
Manually Resettable Ground Fault Circuit Interruptor	U.S.	260877
Portable Ground Fault Circuit Interruptor	U.S.	327012
Power Line Fault Detector Circuit	U.S.	4,298,864
Power Line Fault Detector Circuit	Canadian	1,152,157
Power Outlet Ground Integrity and Wriststrap Monitor Circuit	U.S.	5,051,732
Resettable Ground Fault Circuit Interruptor	U.S.	4,893,101
Resettable Ground Fault Circuit Interruptor	Australian	4,893,101
Resettable Ground Fault Circuit Interruptor	Canadian	4,893,101
Resettable Ground Fault Circuit Interruptor	European, and any designated countries, including but not limited to, Germany, France and the United Kingdom	4,893,101

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Resettable Ground Fault Circuit Interruptor	Italy	4,893,101
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Ventilated Lamp Guard	U.S.	4,180,851
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<b>TRADEMARK</b>	<b>JURISDICTION</b>	<b>REGISTRATION</b>
Construct-O-Lite®	U.S.	1,410,372
Ericson-Canada®	Canada	330,707
Ericson®	U.S.	1,332,926
Intel-A-Lite®	U.S.	1,340,417
Perma-Link®	U.S.	1,242,639
Perma-Tite®	U.S.	1,226,549
Perma-Watch®	U.S.	1,225,840
Rain Guard®	U.S.	1,224,137
Sol-Flare®	U.S.	1,405,708
Vapor Gard®	U.S.	1,236,100

Enviro-Tite/ Big Bite TM

Eric-Sun-Lite TM

Ground Guardian TM

Pak-Age Reel TM

Perma-Dapt TM

Tri-Tap TM

Safest Investment in Safety Electrical Products\*

Spec Gear\*

Turn Gear\*

\*Indicates Common Law Trademark of The Ericson Manufacturing Co.

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***CONTINGENT PATENT, TRADEMARK, AND LICENSE ASSIGNMENT AGREEMENT***

April 17, 2001 – ali  
26298/2—930751 V3

**RECORDED: 05/14/2001**

**TRADEMARK  
REEL: 002298 FRAME: 0173**