

05-22-2001

:ET

Docket No.:



.Y

SIE-0086AN

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101725725

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

1. Name of conveying party(ies):

**Advanced Custom Applications**

- Individual(s)
- General Partnership
- Corporation-State **New Jersey**
- Other

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **March 13, 2001**

2. Name and address of receiving party(ies):

Name: **The Siemon Company**

Internal Address:

Street Address: **76 Westbury Park Road**

City: **Watertown**

State: **CT** ZIP: **06795**

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State **Connecticut**

Other

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

**2,238,688**  
**2,236,703**  
**2,238,687**

Additional numbers  Yes  No

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

Name: **Charles F. O'Brien, Esq.**

Internal Address:

Street Address: **Cantor Colburn LLP**

**55 Griffin Road South**

City: **Bloomfield** State: **CT** ZIP: **06002**

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

**3**

7. Total fee (37 CFR 3.41):.....\$ **\$90.00**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

**06-1130**

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.

**Charles F. O'Brien, Esq.**

Name of Person Signing

Signature

**5/14/01**  
Date

Total number of pages including cover sheet, attachments, and

**3**

TRADEMARK

REEL: 002300 FRAME: 0328

10-91-5

## TRADEMARK ASSIGNMENT

WHEREAS, Advanced Custom Applications, a New Jersey corporation, having a place of business in Belle Mead, New Jersey, (hereinafter referred to as ASSIGNOR), owns certain Trademark(s), as defined below;

WHEREAS, The Siemon Company, a Connecticut corporation, having a place of business at 76 Westbury Park Road, Watertown, CT 06795-0400 (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire right, title and interest of ASSIGNOR in and to said Trademark(s);

WHEREAS, ASSIGNOR desires to assign to ASSIGNEE its entire right, title and interest in and to certain Trademark(s), as described herein, pursuant to the objective of the Asset Purchase Agreement between ASSIGNEE and ASSIGNOR, dated as of March 2, 2001 (hereinafter the "Asset Purchase Agreement"); and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

1. The term "Trademark(s)" shall comprise the following marks:

MASSSLEEVE (S/N 75/427482)  
ULTRASLEEVE (S/N 75/427485)  
ULTRASPLICE (S/N 75/427481)  
OPTOSPLICE  
LABSPLICE  
ULTRASPLICE MODULE

2. ASSIGNOR assigns, transfers and conveys to ASSIGNEE its entire right, title and interest in and to the Trademark(s) together with the goodwill related thereto, and also together with the rights to all income derived from the Trademark(s), including the future and past rights of action and recovery arising therefrom; said Trademark(s) to be held and enjoyed by ASSIGNEE, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this Assignment had not been made.
3. ASSIGNOR agrees that at the request of ASSIGNEE, and at ASSIGNEE'S expense, ASSIGNOR will promptly execute any other papers necessary to perfect ASSIGNEE'S ownership of said Trademark(s).
4. This Assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNOR, its successors, assigns and other legal representatives.

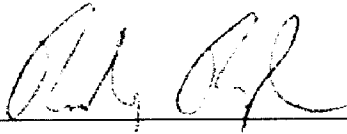
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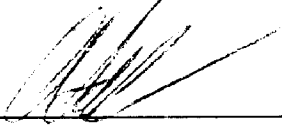
5. ASSIGNOR warrants it has good and clear title to the Trademark(s), the right to make the assignment as specified herein, and that the Trademark(s) are in no way encumbered.
6. This Assignment is to be effective as of the Closing Date as defined in the Asset Purchase Agreement.

IN WITNESS WHEREOF, the parties have hereto have caused this document to be signed by a duly authorized officer, as of the date appearing below.

THE SIEMON COMPANY

ADVANCED CUSTOM APPLICATIONS

By:  \_\_\_\_\_

By:  \_\_\_\_\_

Name: Randy Below

Name: Attila Huebscher

Title: OEM Vice President

Title: Vice President

Date: March 13, 2001

Date: March 13, 2001