

06-19-2001

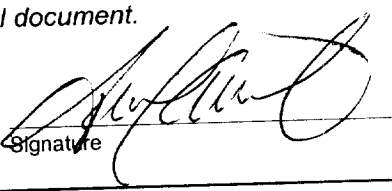
Substitute Form PTO-1594
Attorney Docket No.: 11235-085001

RECO
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Commissioner of Patents and Trademarks: Please

1. Name of conveying party(ies): Rockwood Swendeman, LLC <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation—State <input checked="" type="checkbox"/> Other <u>Maine Limited Liability Company</u> Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies): Spence Engineering Co., Inc. 150 Coldenham Road Walden, New York 12586-2035 <input type="checkbox"/> Individual(s) Citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation—State <u>Delaware</u> <input type="checkbox"/> Other If the assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Additional names/addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: Execution Date: 11/28/2000		4. Application number(s) or trademark number(s): A. Trademark Application No(s).: B: Trademark No(s).: 2,316,105 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name/address of party to whom correspondence concerning document should be mailed: Timothy F. French, Esq. Fish & Richardson P.C. 225 Franklin Street Boston, MA 02110-2804		6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR §3.41): \$40 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to charge Deposit Account. 8. Deposit Account No.: 06-1050 Please apply any additionally charges, or any credits, to our Deposit Account No. 06-1050 (11235-085001)	
DO NOT USE THIS SPACE			
9. Statement and Signature: <i>To the best of my knowledge and belief, the foregoing information is true and correct and the attached is a true copy of the original document.</i> Timothy A. French Reg. No. 30,175 Name of Person Signing			
		 Signature	
		<u>June 12, 2001</u> Date	
Total number of pages including cover sheet, attachments, and document: 2			

6-12-01

JUN 12 2001

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40.00 DP

CERTIFICATE OF MAILING BY EXPRESS MAIL Express Mail Label No. EL485680642US

I hereby certify under 37 CFR §1.10 that this correspondence is being deposited with the United States Postal Service as Express Mail Post Office to Addressee with sufficient postage on the date indicated below and is addressed to Box Assignment, Commissioner of Patents and Trademarks, Washington, D.C. 20231

June 12, 2001 Date of Deposit
Samantha Bell Signature
Samantha Bell Print name of person certifying

TRADEMARK
REEL: 002315 FRAME: 0572

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT (the "Assignment"), made effective this 28th day of November, 2000, by and between ROCKWOOD SWENDEMAN, LLC, a Maine limited liability company with its principal place of business in Portland, Maine ("Assignor"), and SPENCE ENGINEERING CO., INC., a Delaware corporation with its principal place of business in Walden, New York ("Assignee").

WHEREAS, Assignor is a corporation engaged in the business of making safety valves, release valves and related products for sale to others (the "Products"); and

WHEREAS, Assignor has adopted and is using various trademarks (the "Trademarks") on or in connection with the sale of such Products; and

WHEREAS, Assignor has adopted and is using various trade names (the "Trade Names") on or in connection with the sale of such Products; and

WHEREAS, Assignor has acquired considerable good will (the "Good Will") from the continuous use in commerce of such Trademarks and Trade Names; and

WHEREAS, Assignor is the owner of the entire right, title and interest to and in those certain trademark registrations of such Trademarks and Trade Names, if any, including, without limitation, the right to apply for registration thereof; and

WHEREAS, Assignor desires to assign and otherwise sell any and all rights, title and interests to and in such Trademarks and Trade Names and the Good Will therein, and Assignee desires to purchase any and all such rights, title and interests; and

WHEREAS, the parties desire to set forth in this Agreement the substantive terms and conditions of such sale and purchase;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. TRADEMARKS and TRADE NAMES. Assignor sells, assigns, transfers, sets over and quitclaims to Assignee any and all rights, title and interest owned, held or possessed to and in those certain Trademarks and Trade Names set forth below, and the United States and Canadian trademark registrations thereof, if any, together with the Good Will inuring thereto from continuous use in commerce of such Trademarks and Trade Names on or in connection with the sale of the Products or rendering of services related thereto.

<u>Trademark</u>	<u>U.S. Reg. No.</u>	<u>Reg. Date</u>
CRYOTREE	2,316,105	February 8, 2000

<u>Trademark</u>	<u>Canadian Reg. No.</u>	<u>Reg. Date</u>
SWENDEMAN	TMA208817	August 15, 1975

Trade Names

ROCKWOOD SWENDEMAN LLC
ROCKWOOD SWENDEMAN REALTY LLC
ROCKWOOD SWENDEMAN

2. ENTIRE AGREEMENT; MODIFICATION. This Assignment contains the entire understanding and agreement between the parties with respect to the subject matter hereof, and it may not be amended, modified or supplemented in any respect other than by a subsequent written agreement entered into by both parties hereto.

3. BINDING ON ASSIGNS, HEIRS, SUCCESSORS. This Assignment shall be binding upon the assigns, heirs and successors of both parties hereto.

4. CHOICE OF LAW. Interpretation and disputes relating to this Assignment shall be governed by and construed in accordance with the laws of the State of Maine.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year hereinbefore written.

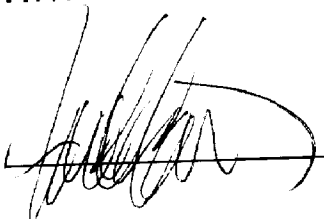
WITNESS:



ROCKWOOD SWENDEMAN, LLC

By: , Manager

WITNESS:



SPENCE ENGINEERING CO., INC.

By: 