

08-14-2001

07-30-2001

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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U.S. DEPAF U.S. Patent & TMOfo/TM Mail Ropt Dt. #26 U.S. Paten...

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

1. Name of conveying party(ies):

NRD, Inc.

7-3001

- Individual(s) Association General Partnership Limited Partnership Corporation-State - NY Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: May 1, 1998

2. Name and address of receiving party(ies)

Name: NRD, LLC

Internal Address:

Street Address: 2937 Alt Road

City: Grand Island State: NY Zip: 14072

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State

Other Delaware Limited Liability Company

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

943563, 1272598, 1383196

Additional number(s) attached Yes No

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

Name: John P. Hains

Internal Address: Lippes, Silverstein,

Mathias & Wexler LLP

Street Address: 28 Church Street

700 Guaranty Building

City: Buffalo State: NY Zip: 14202

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:

(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.

John P. Hains

Name of Person Signing

Signature

Signature

7/13/01

Date

4

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

TRADEMARK

REEL: 002347 FRAME: 0139

**INSTRUMENT OF TRANSFER AND ASSIGNMENT
AND ASSUMPTION OF LIABILITIES**

07-30-2001

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #26

KNOW ALL MEN BY THESE PRESENT, that NRD, Inc., a New York corporation (the "Company"), in order to carry into effect a liquidating distribution consisting of all of the assets and liabilities of the Company to NRD, LLC, does hereby convey, transfer, assign and deliver to NRD, LLC, effective as of the close of business on May 1, 1998, all of the assets and liabilities of the Company, described in the balance sheet of the Corporation, dated February 28, 1998 and attached hereto as Exhibit "A", adjusted to reflect increases and decreases in any such assets and liabilities occurring between March 1, 1998 and the date hereof.

TO HAVE AND TO HOLD, the same unto NRD, LLC, its successors and assigns forever from the date hereof.

The Company shall, from time to time, if so requested by NRD, LLC, execute and deliver such other instruments and take such other steps as may reasonably be necessary to effectuate the conveyance, transfer and assignment evidenced hereby.

NRD, LLC, by execution and delivery of this instrument, hereby accepts the Company's transfer, conveyance and assignment of all of the assets and liabilities of the Company, described in the balance sheet of the Corporation, dated February 28, 1998 and attached hereto as Exhibit "A", adjusted to reflect

increases and decreases in any such assets and liabilities occurring between March 1, 1998 and the date hereof.

NRD, LLC HEREBY ACKNOWLEDGES THAT THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND WITH RESPECT TO ANY OF THE ASSETS TRANSFERRED HEREBY, WHETHER EXPRESS OR IMPLIED, AND THE COMPANY HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF QUANTITY, QUALITY, DESCRIPTION, CONDITION, USABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL THE ASSETS TRANSFERRED HEREBY AND ALL INTERESTS THEREIN ARE BEING CONVEYED "AS IS" AND "WHERE IS".

This instrument shall be governed by and shall be construed in accordance with the laws of the State of New York without reference or regard to its conflict of laws principals.

IN WITNESS WHEREOF, the Company and NRD, LLC have caused this Instrument to be executed by their duly authorized representatives as of this 15th day of May, 1998.

NRD, INC.

By: Fred L Cook
Frederic L. Cook, Vice President

NRD, LLC

By: Mark IV Industries, Inc., as sole Manager

By: Fred L Cook
Frederic L. Cook, Vice President

=====
Date: 07/23/01
Time: 14:24:03

Trademark List
by Trademark then Country

Page: 2

Mark	Country	Client	Atty	Case	Owner	Status	Registration	Next
				Number			Number/Date	Renewal
								Date

NUCLESTAT
UNITED STATES NRD JPH 943,563 NRD Registered 943,563 09/26/02
09/26/72
Application No: 72/382,823 Renewal Base Date: 09/26/92 Last Update: 01/30/01
Filing Date: 02/03/71 Agent: Affidavit of Use: 09/26/77 Filed? yes
Classes: INTL 9
Goods: STATIC ELIMINATOR DEVICES

PERM-EX
UNITED STATES NRD JG 1,272,598 NRD Registered 1,272,598 04/03/04
04/03/84
Application No: 73/410771 Renewal Base Date: Last Update: 01/30/01
Filing Date: 01/24/83 Agent: Affidavit of Use: 04/03/89 Filed? yes
Classes: INTL: 11; US: 21
Goods: SELF-LUMINOUS EXIT SIGNS
Remarks: ASSETS OF NRD, INC. TRF TO NRD, LLC EFFECTIVE 5/1/98

STATICMASTER
UNITED STATES NRD LS 1,383,196 NRD Registered 1,383,196 02/18/06
02/18/86
Application No: 547,499 Renewal Base Date: Last Update: 07/25/97
Filing Date: 07/10/85 Agent: Affidavit of Use: 02/18/91 Filed? yes
Classes: INTL: 9, US: 21
Goods: STATIC NEUTRALIZERS FOR DISSIPATING STATIC ELECTRIC CHARGES, BRUSHES
W/ IONIZING MEANS FOR DISSIPATING ELEC CHARGES & REMOVING PARTICLES
Remarks: ACQUIRED FROM NUCLEAR PRODUCTS COMPANY 9/1/89

EXHIBIT A
TRADEMARKS

<u>MARK</u>	<u>REGISTRATION NO.</u>
NUCLESTAT	943,563
PERM-EX	1,272,598
STATICMASTER	1,383,196