

OMB No. 0651-0011 (exp. 4-94)



To the Honorable Commissioner of Patents		<b>101837483</b>	and original documents or copy thereof.
1. Name of conveying party(ies): JPS Packaging Co. 4200 Somerset Drive, Suite 208 Prairie Village, Kansas 66208 08/31/01		2. Name and address of receiving party(ies) Name: <u>Axon Corporation</u> Internal Address: _____ Street Address: <u>1341 Express Drive</u> City: <u>Raleigh</u> State: <u>NC</u> Zip: <u>27603</u> <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>North Carolina</u> <input type="checkbox"/> Other _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) 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: <u>June 14, 1999</u>			
4. Application number(s) or patent number(s): <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">           A. Trademark Application No.(s)         </div> <div style="width: 45%;">           B. Trademark Registration No.(s)  <u>1,677,369</u>  <u>1,680,083</u> </div> </div> <p style="text-align: center;">Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Michael R. Philips, Esq.</u> Internal Address: _____ Street Address: <u>KAPLAN &amp; GILMAN, LLP</u> <u>900 Route 9 North</u> City: <u>Woodbridge</u> State: <u>NJ</u> Zip: <u>07095</u>		6. Total number of applications and registrations involved: _____ 7. Total fee (37 CFR 3.41) ..... \$ 80.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)	
09/10/2001 AAHMED1 00000007 1677369 01 FC:481 40.00 OP 02 FC:482 25.00 OP		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 any attached copy is a true copy of the original document.</i> <u>Michael R. Philips, Esq.</u> Name of Person Signing		Signature: Date: <u>9 Aug. 2001</u>	

Refund Ref: 09/10/2001 AAHMED1 00000007  
 CHECK Refund Total: \$15.00

## ASSIGNMENT OF TRADEMARKS

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of this 14th day of June, 1999 and is made effective as of June 14, 1999 ("Effective Date"), from JPS PACKAGING COMPANY, a Delaware, USA corporation, with its principal office at 4200 Somerset Drive, Suite 208, Prairie Village, Kansas 66208, USA ("Assignor") to AXON CORPORATION, a North Carolina, USA corporation, with its principal office at 555 Dynamic Drive, Garner, NC 27529, USA ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of June 14, 1999 ("Purchase Agreement"), pursuant to which Assignor 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 and to the United States trademark registrations set forth on Schedule A attached hereto and the goodwill associated with each of the foregoing (collectively, the "Trademarks");

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, Assignor hereby sells, assigns and transfers to Assignee, all right, title and interest in and to the Trademarks, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter (including, without limitation, damages and payments for past, present or future infringements thereof), the right to use and recover for past infringements thereof and any and all corresponding rights that, now or hereafter, may be secured throughout the world.

Assignor shall provide 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 the Trademarks; (2) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with the Trademarks, including, but not limited to, testifying as to any facts relating to the Trademarks assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Trademarks 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.

\* \* \* \*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Trademarks to be executed and sealed by their respective duly authorized officers as of the dates noted below.

JPS PACKAGING COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: June 14, 1999

AXON CORPORATION

By: *Thomas F. Reed*  
Name: Thomas F. Reed  
Title: Vice President

Date: June 14, 1999

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Trademarks to be executed and sealed by their respective duly authorized officers as of the dates noted below.

IPS PACKAGING COMPANY

By: [Signature]  
Name: John T. Caplan  
Title: President  
Date: June 14, 1999

AXON CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: June 14, 1999

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004

STATE OF Kansas )  
 ) SS.  
COUNTY OF Johnson )

On this 14th day of June 1999, there appeared before me, Dianna L. Wood, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of JPS PACKAGING COMPANY, a Delaware, USA corporation.

Dianna L. Wood

Notary Public  
My commission expires:

(SEAL) Dianna L. Wood, Notary Public  
State of Kansas  
My Commission Expires 11/14/99

STATE OF )  
 ) SS.  
COUNTY OF )

On this \_\_\_ day of \_\_\_\_\_ 1999, there appeared before me, \_\_\_\_\_, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of AXON CORPORATION, a North Carolina, USA corporation.

\_\_\_\_\_  
Notary Public  
My commission expires:

(SEAL)

STATE OF )  
 ) SS.  
COUNTY OF )

On this \_\_\_ day of \_\_\_\_\_ 1999, there appeared before me, \_\_\_\_\_, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of JPS PACKAGING COMPANY, a Delaware, USA corporation.

(SEAL)

\_\_\_\_\_  
Notary Public  
My commission expires:

STATE OF Georgia )  
 ) SS.  
COUNTY OF Fulton )

On this 14<sup>th</sup> day of June 1999, there appeared before me, James R., personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of AXON CORPORATION, a North Carolina, USA corporation.

(SEAL)

[Signature]  
Notary Public  
My commission expires:

**SCHEDULE A****United States Trademark Registrations**

<b>Mark</b>	<b>Application No. Filing Date</b>	<b>Registration No. Registration Date</b>
STYROTECH	74/167357 May 16, 1991	1,677,369 March 3, 1992
STYROTECH & Design	74/167356 May 16, 1991	1,680,083 March 24, 1992