

09-13-2001

SHEET D
1/1

Docket No.:

486595.0015



101841960

Tab settings

To the Honorable Commissioner of

of the attached original of

1. Name of conveying party(ies):

Dynacorp, Inc.

09/04/01

- Individual(s)
- General Partnership
- Corporation-State **Illinois**
- Other

- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: **March 30, 2001**

2. Name and address of receiving

Name: **Inertia Dynamics, Inc.**

09-04-2001

U.S. Patent & TMOct/TM Mail Flopt Dt. #71

Internal Address:

Street Address: **146 Powder Mill Road**

City: **Collinsville** State: **CT** ZIP: **06022**

- 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)

1,532,692

Additional numbers Yes No

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

Name: **George N. Chaclas**

Internal Address: **Cummings & Lockwood**

Street Address: **P.O. Box 1960**

City: **New Haven** State: **CT** ZIP: **06509**

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

1

7. Total fee (37 CFR 3.41):.....\$ **\$40.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-1631

09/12/2001 6TON11 00000107 1532692

DO NOT USE THIS SPACE

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40.00 DP

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.

George N. Chaclas

Name of Person Signing

George N. Chaclas

Signature

August 31, 2001

Date

Total number of pages including cover sheet, attachments, and

3

ASSIGNMENT OF TRADEMARK

WHEREAS, Dynacorp, Inc., a corporation organized and existing under the laws of the State of Illinois ("Assignor"), is the owner of and has adopted, used and is using in interstate commerce within the United States, the trademark DYNACORP of U. S. Registration No. 1,532,692 (referred to as the "Trademark"); and

WHEREAS, Inertia Dynamics, Inc., a corporation organized and existing under the laws of the State of Connecticut and having a principal office at 146 Powder Mill Road, Collinsville, CT 06022 ("Assignee"), is desirous of acquiring any and all rights that Assignor may have in and to the Trademark and the registration therefor, together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark along with the right to recover damages and profits for past infringements thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign, sell, transfer and convey unto Assignee all right, title and interest in and to the Trademark and the registration therefor for the United States and throughout the world, together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark; and Assignor does hereby further assign, sell, transfer and convey unto Assignee any and all claims of Assignor for past infringement and any and all causes of action of Assignor with respect to or arising out of the Trademark, along with the right to recover damages and profits for past infringements thereof.

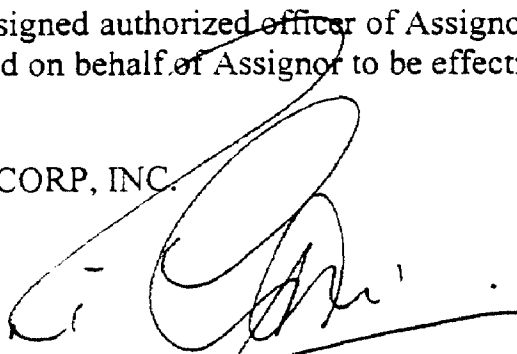
Assignor agrees to execute and deliver at the request of Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Trademark in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

IN WITNESS WHEREOF, the undersigned authorized officer of Assignor has duly executed this Trademark Assignment for and on behalf of Assignor to be effective as of the 30th day of March, 2001.

DYNACORP, INC.

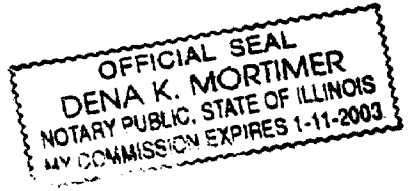
By

Its


Vice President

State of Illinois)
County of Winnebago) ss.

On this 30th day of March, 2001, personally appeared Roger T. Gant, to me known personally, and who, being by me duly sworn, deposes and says that he is the Vice President of Dynacorp, Inc., the assignor above named, and acknowledged that he executed the foregoing instrument on behalf of said assignor and pursuant to authority duly received, and who, having been duly sworn, stated that any representations therein contained are true.



Dena K. Mortimer
Notary Public
My Commission Expires: 1-11-03

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