

11-16-2001



101896875

Docket No.:

817-107

To the Honorable Commissioner of Patents and Trademarks, U.S. Patent & Trademark Office

attached original documents or copy thereof.

1. Name of conveying party(ies):

Neil Terk

- Individual(s)
- General Partnership
- Corporation-State
- 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: June 28, 2001

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

Name: Terk Technologies Co

Internal Address: \_\_\_\_\_

Street Address: 63 Mall Drive

City: Commack

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State New York

Other

If assignee is not domiciled in the United States, a domestic designation is  Yes  No  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  No

11-05-2001  
U.S. Patent & TMO/TM Mail Rpt Dt #26

State: \_\_\_\_\_

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

A. Trademark Application No. (s)

B. Trademark Registration No.(s)

2,025,010

Yes  No

1

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

Name: Gerald T. Bodner, Esq.

Internal Address: Hoffmann & Baron, LLP

Street Address: 6900 Jericho Turnpike

City: Syosset State: NY ZIP: 11791

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

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

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

08-2461

11/15/2001 LMEILLER 00000013 2025010

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40.00 OP

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.

Gerald T. Bodner

Name of Person Signing

Gerald T. Bodner  
Signature

Nov. 1, 2001  
Date

7

Total number of pages including cover sheet, attachments, and



11-05-2001

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

EXECUTION Y

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 28 day of June, 2001, ("Effective Date"), by and between Terk Technologies Corp. ("Assignee"), and Neil Terk ("Assignor").

*Already on  
TTC's books*

WHEREAS, Assignor desires to transfer to Assignee United States trademark No. 1,713,298 for the trademark "TERK"; United States trademark No. 2,025,010 for the trademark "CFR"; and, the foreign trademark registrations listed on Schedule A (collectively, the "Marks") and the goodwill of the business associated with the Marks; and

WHEREAS, Assignee wishes to acquire the entire right, title and interest in and to the Marks, together with the goodwill of the business associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Marks, together with the goodwill of the business associated with the Marks, for the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States or any foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all income, royalties,

damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

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

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks in the United States.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

\* \* \* \*

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this

Assignment to be signed and executed by the undersigned officers thereunto duly authorized this

28 day of June, 2001.

TERK TECHNOLOGIES CORP.

By: Steven Roth

Name: Steven Roth

Title: Chief Executive Officer

  
\_\_\_\_\_  
Neil Terk


**SCHEDULE A**  
**FOREIGN REGISTRATIONS**

<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>
TERK	Australia	660,055
TERK	France	95,571,354
TERK	Germany	39,521,490
TERK	Israel	107,252
TERK	Japan	3,323,618
TERK	Spain	1,985,806
TERK	UK	2,109,202

STATE OF New York )  
COUNTY OF Westchester )

ss.:

On this 28<sup>th</sup> day of June 2001, there appeared before me  
Neil Tarkenton, personally known to me, who acknowledged that he signed the  
foregoing Assignment as his/her voluntary act and deed.

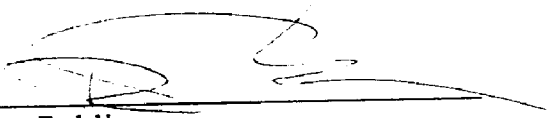
  
\_\_\_\_\_  
Notary Public

ROBERT L. NANN  
Notary Public, State of New York  
No. 02KA5031205  
Qualified in New York County  
Commission Expires July 10, ~~1999~~  
2001

STATE OF New York )  
COUNTY OF Westchester )

ss.:

On this 28<sup>th</sup> day of June 2001, there appeared before me  
Neil Tarkenton, personally known to me, who acknowledged that he signed the  
foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of  
Westchester Technology Group

  
\_\_\_\_\_  
Notary Public

ROBERT L. NANN  
Notary Public, State of New York  
No. 02KA5031205  
Qualified in New York County  
Commission Expires July 10, ~~1999~~  
2001