

01-04-2002



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

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): CELGARD LLC

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other a Delaware limited liability company

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: December 14, 1999

2. Name and address of receiving party(ies)

Name: Celgard, Inc. Internal Address: 20 Burlington Mall Road

Street Address: Suite 325 City: Burlington State: MA Zip: 01803

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

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)

1,698,911 JAN - 2 2002

Additional number(s) attached Yes No

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

Name: Robert H. Hammer III Internal Address: Robert H. Hammer III, P.C.

Street Address: 13777 Ballantyne Corporate Place, Suite 250

City: Charlotte State: NC Zip: 28277

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:

(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.

Robert H. Hammer III Name of Person Signing

Signature

10/18/01 Date

16

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

01/04/2002 LNUELLER 00000055 1698911

Mail documents to be recorded with required cover sheet information to Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:481

40.00 DP

TRADEMARK REEL: 2416 FRAME: 0762

ASSIGNMENT OF TRADEMARKS, TRADE NAMES AND ASSUMED NAMES

THIS ASSIGNMENT OF TRADEMARKS, TRADE NAMES AND ASSUMED NAMES (this "Assignment") is made and entered into this 14~~th~~ day of December, 1999 (the "Effective Date") by and between CELGARD LLC, a Delaware limited liability company, having a place of business at 86 Morris Avenue, Summit, NJ 07901 ("Seller"), and CELGARD, Inc., a Delaware corporation, having a principal place of business at 20 Burlington Mall Road, Suite 325, Burlington, MA 01803 ("Purchaser").

WHEREAS, Seller, CNA Holdings, Inc., a Delaware corporation, Daramic, Inc., a Delaware corporation ("Daramic") and Polypore, Inc., a Delaware corporation ("Polypore"), are parties to that certain Asset Purchase Agreement, dated as of August 26, 1999 (as amended, the "Agreement");

WHEREAS, Polypore and Daramic assigned their rights and obligations under the Agreement to Purchaser pursuant to an Assignment of Rights and Obligations Under Asset Purchase Agreement, dated as of the date hereof;

WHEREAS, pursuant to the Agreement, Purchaser wishes to acquire, and Seller wishes to assign, the entire right, title and interest in and to all Transferred Intellectual Property Rights (as such term is defined in the Agreement), including all such right, title and interest under the trademarks and the United States trademark registrations identified and set forth on Schedule A, the United States trademark applications identified and set forth on Schedule B, the unregistered trademarks identified and set forth on Schedule C, and the foreign trademark registrations and applications identified and set forth on Schedule D (collectively, the "Marks"), and various trade names and assumed names identified and set forth on Schedule E and F, respectively (collectively, the "Trade/Assumed Names"), together with the goodwill of the business in connection with which the Marks and the Trade/Assumed Names are used, including all foreign rights corresponding thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser, each intending to be legally bound, hereby agree as follows:

1. Seller does hereby sell, assign, transfer and set over to Purchaser its entire right, title and interest in and to the Marks and the Trade/Assumed Names, together with the goodwill of the business in connection with which the Marks and the Trade/Assumed Names are used, and all registrations and applications therefor in the United States and in all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Purchaser's own use and enjoyment, and for the use and enjoyment of Purchaser's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this Assignment had not been made, together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks and the Trade/Assumed Names, with the right to sue for, and collect the same for, Purchaser's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Seller requests the Commissioner of Patents and Trademarks of the United States or, in the case of the countries outside the United States, the analogous individual or agency responsible for trademarks, service marks, trade names and assumed names, to record Purchaser as owner of the Marks and the Trade/Assumed Names, including any variations thereof, for the sole use and enjoyment of Purchaser, its successors, assigns or other legal representatives.

3. This Assignment is intended to implement the provisions of the Agreement and shall not be construed to enhance, extend or limit the rights or obligations of Seller or Purchaser thereunder. To the extent any provision of this instrument is inconsistent with the Agreement, the provisions of the Agreement shall control.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law provisions thereof.

* * * * *

IN TESTIMONY WHEREOF, Seller has caused this Assignment to be signed and executed by thereunto duly authorized on this day of December, 1999.

CELGARD LLC

By: *Ed Collins*
Name: Ed Collins
Title: Assistant Secretary

STATE OF)
) SS.
COUNTY OF)

On this 14 day of December, 1999, there appeared before me Ed Collins, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf of CELGARD LLC.

Kara Krolkowen
Notary Public
KARA A. KROLKOWEN
Notary Public, State of New York
No. 016873013111
Qualified in New York County
Commission Expires Sept. 8, 2000

CELGARD

United States

SCHEDULE A

TRADEMARKS

MARK	REGISTRATION NO.	REGISTERED
CELGARD	1177335	
CELGARD	896258	
CELGARD	1372537	
LIQUI-CEL	1646734	
LIQUI-CEL	1698911	
DELTA-H	2214086	

CELGARD

United States

SCHEDULE B

U.S. Trademark Applications

one.

CELGARD

United States

SCHEDULE C

Unregistered Trademarks

me.

**CELGARD
SCHEDULE D**

FOREIGN TRADEMARKS AND TRADEMARK APPLICATIONS

AUSTRALIA

MARK	REGISTRATION NO.	REGISTERED
CELGARD	A383333	
CELGARD	A343481	
LIQUI-CEL	A562890	

BENELUX

MARK	REGISTRATION NO.	REGISTERED
CELGARD	342261	
LIQUI-CEL	509166	

BRAZIL

MARK	REGISTRATION NO.	REGISTERED
CELGARD	006653995	

CANADA

MARK	REGISTRATION NO.	REGISTERED
CELGARD	190102	
CELGARD	282901	
LIQUI-CEL	688976	

SCHEDULE D

CHINA

MARK	REGISTRATION NO.	REGISTERED
CELGARD	162717	

CZECH REPUBLIC

MARK	REGISTRATION NO.	REGISTERED
CELGARD	164652	

FINLAND

MARK	REGISTRATION NO.	REGISTERED
CELGARD	74509	

FRANCE

MARK	REGISTRATION NO.	REGISTERED
CELGARD	1217631	
CELGARD	1212433	
LIQUI-CEL	1693160	

SCHEDULE D**GERMANY**

MARK	REGISTRATION NO.	REGISTERED
CELGARD	917457	
CELGARD	1059979	
LIQUI-CEL	2050106	

GREECE

MARK	REGISTRATION NO.	REGISTERED
CELGARD	57720	

IRELAND

MARK	REGISTRATION NO.	REGISTERED
CELGARD	97380	

ISRAEL

MARK	REGISTRATION NO.	REGISTERED
CELGARD	55129	
CELGARD	49568	

SCHEDULE D**ITALY**

MARK	REGISTRATION NO.	REGISTERED
CELGARD	414669	
CELGARD	644053	
LIQUI-CEL	613908	

JAPAN

MARK	REGISTRATION NO.	REGISTERED
CELGARD	1112462	
CELGARD	2538236	
LIQUI-CEL	2708809	

KOREA

MARK	REGISTRATION NO.	REGISTERED
CELGARD	229433	
CELGARD	72753	
LIQUI-CEL	255284	
LIQUI-CEL	264997	

NORWAY

MARK	REGISTRATION NO.	REGISTERED
CELGARD	101460	

SCHEDULE D**POLAND**

MARK	REGISTRATION NO.	REGISTERED
CELGARD	57931	

PORTUGAL

MARK	REGISTRATION NO.	REGISTERED
CELGARD	193171	

RUSSIAN FEDERATION

MARK	REGISTRATION NO.	REGISTERED
CELGARD	59769	

SOUTH AFRICA

MARK	REGISTRATION NO.	REGISTERED
CELGARD	82/8548	
CELGARD	80/1094	

SPAIN

MARK	REGISTRATION NO.	REGISTERED
CELGARD	832888	

LIQUI-CEL	1655632	
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SCHEDULE D

SWEDEN

MARK	REGISTRATION NO.	REGISTERED
CELGARD	176201	

SWITZERLAND

MARK	REGISTRATION NO.	REGISTERED
CELGARD	322016	
LIQUI-CEL	392615	

TAIWAN

MARK	REGISTRATION NO.	REGISTERED
CELGARD	427395	
CELGARD	450205	
LIQUI-CEL	564331	
LIQUI-CEL	555078	

UNITED KINGDOM

MARK	REGISTRATION NO.	REGISTERED
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CELGARD	1184491	
CELGARD	997453	
LIQUI-CEL	1475397	

SCHEDULE D

YUGOSLAVIA

MARK	REGISTRATION NO.	REGISTERED
CELGARD	27481	

CELGARD

United States

SCHEDULE E

Trade Names

one.

**CELGARD
SCHEDULE F**

United States

Assumed Names

None.