

02-21-2002



101988770

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- New 1-29-02
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

**Conveyance Type**

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger Effective Date  
Month Day Year  
March 26, 1999
- Change of Name
- Other

**Conveying Party**

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

**Receiving Party**

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

02/20/2002 TBIAZ1 00000073 130235 607184

01 FC:481 40.00 DP  
02 FC:482 20.00 CH 80.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number (413) 736-5401

Name

Arthur F. Dionne, Esq.

Address (line 1)

McCORMICK, PAULDING & HUBER LLP

Address (line 2)

1350 Main Street, 5th Floor

Address (line 3)

Address (line 4)

Springfield, Massachusetts 01103

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

7

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

607,184	932,241	<input type="text"/>
775,832	1,160,815	<input type="text"/>
763,906	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

5

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 120.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

# 13-0235

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Arthur F. Dionne

Name of Person Signing

Signature

11/29/02

Date Signed

## ASSIGNMENT OF TRADEMARK RIGHTS

WHEREAS, DYNAMICS CORPORATION OF AMERICA, a corporation organized and existing under the laws of the State of New York, by and through its Anemostat Products and Anemostat West Divisions (hereinafter referred to as "Assignor"), has adopted, used and exercised legitimate control over the use of, or has filed applications for registration of, the trademarks and service marks set forth on Exhibit A, which have been registered, or for which applications for registration have been submitted, with the applicable governmental ministries, departments or offices in the country stated in Exhibit A (said marks and applications therefor being hereinafter collectively referred to as the "Marks"); and

WHEREAS, MESTEK, INC. a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business at 260 North Elm Street, Westfield, Massachusetts, 01085 (hereinafter referred to as "Assignee"), has acquired as of the date hereof the entire right title and interest in and to the Marks and the registrations thereof, pursuant to that certain Asset Purchase Agreement between Assignor and Assignee dated March 18, 1999 (the "Agreement").

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, Assignor does hereby assign to Assignee all right, title and interest in and to the Marks, together with the good will of the business symbolized by the Marks.

Assignor represents and warrants that (a) Assignor is the owner of all right, title and interest in and to the Marks, (b) Assignor has all the requisite corporate power and authority to execute and deliver this Assignment and (c) in the event of a claim by any third party regarding the primacy of the Marks over any other trademarks, Assignor shall cooperate with Assignee, and provide documentation relating thereto, if any, to the extent reasonably necessary for Assignee to defend against such claims.

In the event of any inconsistency between the terms of the Agreement and the terms of this Assignment, the terms of the Agreement shall govern. This Assignment is subject to the terms and conditions set forth in the Agreement, and nothing herein shall be deemed to modify or diminish the representations, warranties, covenants and obligations of the parties thereunder. Each party hereto shall, on and after the date hereof, take such additional actions, and execute such additional documents and instruments, as may be reasonably requested by the other party in order to effectuate the provisions of this Assignment.

This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors, legal representatives and assigns as permitted under the Agreement. This Assignment may be executed in more than one counterpart, each of which shall be deemed an original but all of which together shall constitute one instrument.

Executed this 26th day of March, 1999 at Elkhart, Indiana.

DYNAMICS CORPORATION OF AMERICA

Jeannine M. Davis  
By: Jeannine M. Davis  
Vice President and Secretary

State of Indiana        )  
                                  ) ss:  
County of Elkhart     )

Before me, KATHRYN J. DILLER, on this day personally appeared Jeannine M. Davis, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be the Vice President and Secretary of DYNAMICS CORPORATION OF AMERICA, and acknowledged to me that she executed said instrument for the purpose and consideration therein expressed and as the act of said corporation. Given under my hand and official seal this 26th day of March, 1999 A.D.

Kathryn J. Diller  
Notary Public  
My commission expires:

KATHRYN J DILLER  
NOTARY PUBLIC STATE OF INDIANA  
ELKHART COUNTY  
MY COMMISSION EXPIRES 11/11/2000

United States

Registered Trademarks

0389-0019      Registration No. 752,113 - Reg'd. July 2, 1963  
LINE DESIGN  
Class:        34  
Status:        Renewal due July 2, 2003

0389-0031      Registration No. 775,832 - Reg'd. August 25, 1964  
BLOCK DESIGN  
Class:        34  
Status:        Renewal due August 25, 2004

0389-0032      Registration No. 763,906 - Reg'd. January 28, 1964  
LINE DESIGN  
Class:        26  
Status:        Renewal due January 28, 2004

0389-0097      Registration No. 607,184 - Reg'd. June 14, 1955  
ANEMOSTAT  
Class:        Int. 6, 11  
Status:        Renewal due June 14, 2005

United States

Registered Trademarks - Continued

0389-0098      Registration No. 623,040 - Reg'd . March 13, 1956

ANEMOSTAT

Class:      Int. 11

Status:      Renewal due March 13, 2006

0389-0099      Registration No. 643,580 - Reg'd. April 2, 1957

ANEMOTHERM

Class:      26

Status:      Renewal due April 2, 2007

0389-0100      Registration No. 633,150 - Reg'd. June 17, 1958

ANEMOTHERM

Class:      34

Status:      Renewal due June 17, 2008

0389-0101      Registration No. 990,879 - Reg'd. August 13, 1974

ANEMOSTAT

Class:      Int. 11

Status:      Renewal due August 13, 2004

United States  
Reg. Trademarks Cont.

0389-0124      Registration No. 1,160,815 - Reg'd. July 14, 1981  
VARIFLEX  
Class:        11  
Status:        Renewal due July 14, 2001

0389-0148      Registration No. 1,419,055 - Reg'd. December 2, 1986  
ENVIROTRAK  
Class:        9  
Status:        Renewal due December 2, 2006

0389-0124      Registration No. 1,568,089- Reg'd. Nov. 28, 1989  
ANEMOTRAK  
Class:        9  
Status:        Renewal due November 23, 1999

1266-0001      Registration No. 932,241 - Reg'd. April 11, 1972  
M-V DESIGN  
Class:        11  
Status:        Renewal due April 11, 2002

United States  
Reg. Trademarks Cont.

1266-0002

Registration No. 515,658 - Reg'd. September 27, 1949

MULTI-VENT

Class: 11

Status: Renewal due September 27, 2009

1266-0003

Registration No. 920,683 - Reg'd. September 21, 1971

MULTI-VENT

Class: 11

Status: Renewal due September 21, 2001



United States

**Pending Trademark Application**

LO-SNAP

Filed 9/21/98

Serial No.: 75/556283

International Class: 006