

03-19-2002

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)



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Tab settings

To the Honorable Commissioner of Patents and Trademarks
102020603

Attached original documents or copy thereof.

1. Name of conveying party(ies):
MARK CONTROLS CORPORATION.

2-4-02

Individual(s) Association

General Partnership Limited Partnership

Corporation-Delaware

Other _____

2. Name and address of receiving party(ies)
Name: **WEBSTER VALVE, INC.**

Street Address: **815 Chestnut Street**

City: **North Andover** State: **MA** Zip: **01845**

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation- **New Hampshire**

Other _____

OFFICE OF PUBLIC RECORDS
 702 FEB -4 PM 2:12
 FINANCE SECTION

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

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date: **January 24, 2002**

If assigned is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation 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 Registration No.(s)
See Exhibit A (8 trademarks)

Additional number(s) attached Yes No

B. Trademark Application No.(s)

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

Name: **Marie M. Nuguid, Senior Legal Assistant**

Internal Address: _____

Street Address: **Goodwin Procter LLP**
Exchange Place, 53 State Street

City: **Boston** State: **MA** Zip: **02109-2881**

6. Total number of applications and registrations involved: **8**

7. Total fee (37 CFR 3.41) **\$215.00**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: **07-1700**

(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.

Marie M. Nuguid, Senior Legal Asst *Marie M. Nuguid* February 4, 2002

Name of Person signing Signature Date

03/18/2002 6TON11 00000121 653406 Total number of pages include cover sheet, attachments, and document: **5 pages**

01 FC:481 40.00 OP
02 FC:482 175.00 OP

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

Exhibit A**MARKS**

COUNTRY	MARK	STATUS	CLASS(ES)	APP. NO.	REG. NO.	Filing/Reg. Date
United States of America	FOTOGUARD	Registered	IC 009. US 026.		653,406	October 22, 1957
United States of America	HYDROGUARD	Registered	IC 009. US 026.		626,930	May 15, 1956
United States of America	HYDROGUARD	Registered	IC 011. US 026.		1,046,761	August 24, 1976
United States of America	VISUGUARD LCD	Registered	IC 011. US 013 021 023 031 034.		2,176,624	July 28, 1998
United States of America	METER ONE	Registered	IC 011. US 013 021 023 031 034.		2,254,228	June 15, 1999
United States of America	POWERSIZE	Pending	IC 009. US 021 023 026 036 038.	76,039,989		May 3, 2000
United States of America	POWERSPEC	Pending	IC 009. US 021 023 026 036 038.	78,045,937		January 31, 2001
United States of America	HYDROGUARD T/P	Pending	IC 009. US 021 023 026 036 038.	76,100,712		August 1, 2000

**NOTICE OF
TRADEMARK ASSIGNMENT**

Effective Date: September 28, 2001

WHEREAS, MARK CONTROLS CORPORATION, a corporation organized and existing under the laws of the State of Delaware, having its principal place of business at 100 First Stamford Place, Stamford, Connecticut 06902 ("Assignor") has adopted and used, or intended to use, the trademarks, service marks and trade names set forth in Exhibit A annexed hereto and made a part hereof, including all applications or registrations therefore (the "Marks") and as of the Effective Date of this Notice of Trademark Assignment ("Assignment") was the owner of the registrations of such Marks in the United States Patent and Trademark Office; and

WHEREAS, WEBSTER VALVE, INC., a corporation organized and existing under the laws of the State of New Hampshire and having a place of business at 815 Chestnut Street, North Andover, Massachusetts 01845 ("Assignee"), is desirous of acquiring said Marks and the registrations thereof and all goodwill pertaining thereto, effective as of the Effective Date hereof; and

WHEREAS, the Assignor and Assignee have entered into an Asset Purchase Agreement dated as of the date set forth above (the "Purchase Agreement") pursuant to which, among other things, Assignee has agreed to purchase from Assignor, and Assignor has agreed to sell to Assignee, among other things, the Marks;

WHEREAS, pursuant to the Purchase Agreement, Assignor conveyed to Assignee substantially all of the assets of a going business.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, effective as of the Effective Date hereof, the parties agree as follows:

1. Assignor hereby transfers, conveys, and assigns to Assignee, and Assignee hereby accepts from Assignor, all right, title, and interest in and to the Marks together with the goodwill associated with the Marks, including all federal and state trademark registrations thereof and applications therefor, as well as all common law rights thereto. Assignee shall have the sole right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to said Marks or the registrations thereof or such associated goodwill.
2. Assignee, at its own cost and expense, shall record a fully executed copy of this Assignment with the United States Patent and Trademark Office or any other agency having jurisdiction over the ownership of the Marks.
3. Assignor shall make no further use of the Marks on or in connection with any goods or services, nor shall Assignor challenge Assignee's use of the Marks after the date of this Agreement.
4. No modifications of or additions to this Assignment shall have effect unless in writing and properly executed by both parties, making specific reference to this Assignment by date, parties, and subject matter. This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. This Assignment may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives, on this 29th day of January, 2002 with effect as of September 28, 2001.

ASSIGNOR:

Mark Controls Corporation

By: Thomas J. Ingerland

Name: Thomas J. Ingerland

Title: ASST. SEC.

ASSIGNEE:

Webster Valve, Inc.

By: Lester J. Taufen

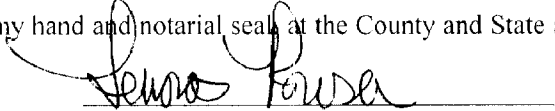
Name: Lester J. Taufen

Title: Assistant Secretary

)ss. Stamford 1/02/02

On this 2nd day of January 2002 before me personally appeared T J Ungerland to me personally known, who, being by me duly sworn, did say that (s)he is the Assistant Secretary of Mark Controls Corporation, a Delaware corporation, and that said instrument was signed and sealed on behalf of said corporation, by all necessary authority; and said Assistant Secretary acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.



Notary Public

My Commission Expires LENORA ROWSER

NOTARY PUBLIC

MY COMMISSION EXPIRES DEC. 31, 2004

MASSACHUSETTS

STATE OF ~~NEW HAMPSHIRE~~

COUNTY OF ESSEX

)SS.
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On this 24th day of January 2002, before me personally appeared Lester J. Laufer to me personally known, who, being by me duly sworn, did say that (S)he is the Assistant Secretary of Webster Valve, Inc., a New Hampshire corporation, and that said instrument was signed and sealed on behalf of said corporation, by all necessary authority; and said Assistant Secretary acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.

Bonnie C. Glazier
Notary Public Bonnie C. GLAZIER
My Commission Expires: FEBRUARY 2, 2007