



102049057

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

1. Name of conveying party(ies):  
Lord Corporation *4.1.02*

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
Name: Lord Techmark, Inc.  
Internal  
Address: \_\_\_\_\_

Street Address: 501 Silverside Road, Suite 67  
City: Wilmington State: DE Zip: 19809

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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: \_\_\_\_\_

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) 76/290022  
 B. Trademark Registration No.(s) \_\_\_\_\_

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Miles B. Dearth  
 Internal Address: Legal & Patent Services  
 \_\_\_\_\_  
 Street Address: 111 Lord Drive  
 \_\_\_\_\_  
 City: Cary State: NC Zip: 27512

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: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.  
*Miles B. Dearth*      *Miles B. Dearth*      *3-20-02*  
 Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 3

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

04/09/2002 LHWELLER 00000054 76290022

01 FC:481

40.00 OP

## ASSIGNMENT AGREEMENT

**THIS ASSIGNMENT AGREEMENT** ("Assignment Agreement") is made effective as of this 48th day of February, 2002, by and between Lord Corporation, a Pennsylvania Corporation, having a place of business at 2000 West Grandview Boulevard, Erie, Pennsylvania ("Lord"), and Lord Techmark, Inc., a Delaware Corporation, with its only place of business at 501 Silverside Road, Suite 67, Wilmington, Delaware ("Techmark").

### **BACKGROUND**

The background to this agreement is as follows. Lord is the owner of 100% of the issued and outstanding shares of common stock of Techmark. Lord is also the owner of certain trademarks, together with all registrations therefor and all pending applications for registration therefor, all as more particularly herein (the "Trademarks"). Lord is desirous of assigning all of its right, title and interest in and to each of the Trademarks to Techmark, and Techmark is desirous of accepting the same.

### **AGREEMENT**

In consideration of the mutual promises and covenants made herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

(A) Lord does hereby assign, transfer and convey unto Techmark all right, title and interest in and to the following Trademarks together with all goodwill associated therewith, including all registrations therefor and all pending applications for registrations therefor:

Application No. 76/290022, METALJACKET(STYLIZED)

(B) Techmark hereby accepts the assignment described in Paragraph (A) hereto. Techmark hereby assumes all liabilities and obligations in connection with such assignment, except as otherwise agreed by the parties in writing.

(C) Lord agrees to take whatever further action is deemed necessary or appropriate by Techmark to effect the transfer of the Trademarks properly and completely to Techmark and to establish full custody of the Trademarks in Techmark.

(D) This Assignment Agreement shall be governed by the internal laws of the State of

Delaware, without reference to its conflict of law principles.

**EXECUTION**

IN WITNESS WHEREOF the parties hereto, through their respective authorized officers, have executed this Assignment Agreement to be effective as of the date and year first set forth above.

[SEAL]  
ATTEST:

By:           *Jacquelyn Nash*            
Name: JACQUELYN NASH  
Title: LEGAL ASSISTANT

**LORD CORPORATION**

By:           *James W. Wright*            
Name: JAMES W. WRIGHT  
Title: V. Pres. & Sec.

[SEAL]  
ATTEST:

By:           *Billie Jo Tozer*            
Name: BILLIE-JO TOZER  
Title: STAFF ACCOUNTANT

**LORD TECHMARK, INC.**

By:           *Frank S. Engard*            
Name: FRANK S. ENGARD  
Title: VICE PRESIDENT