

05-15-2002



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

Resubm

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

1. Name of conveying party(ies):

H.I.L. Technology, Inc.

4-24-02

- 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: Hydro International plc

Internal

Address: Shearwater House, Clevedon Hall

Street Address: Estate, Victoria Road

City: Clevedon, Avon State: UK Zip: BS21 7RD

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Unit. Kingdom - Public Limited Comp

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: 11-28-2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,540,352

Additional number(s) attached Yes No

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

Name: Jeams F. Keenan, Esq.

Internal Address: c/o Bernstein, Shur, Sawyer

& Nelson

Street Address: 100 Middle Street PO Box 9279

City: Portland State: ME Zip: 04104-5029

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.

James F. Keenan

Name of Person Signing

Signature

April 24, 2002

Date

3

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

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


DESIGNATION OF DOMESTIC REPRESENTATIVE

Mark: REG-U-FLO
Reg. No.: 1,540,352
Reg. Date: May 23, 1989
Owner: Hydro International plc
Address: Shearwater House, Clevedon Hall Estate
Victoria Road
Clevedon, Avon BS21 7RD
United Kingdom

Registrant hereby designates the following as its representative upon whom notice of process in proceedings affecting the mark may be served.

John L. Carpenter, Esq.
Bernstein, Shur, Sawyer & Nelson
P.O. Box 9729
Portland, ME 04104-5029

Hydro International plc

By: 
Name: Stephen P. Hides
Title: Group Managing Director

ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT (the "Assignment") made effective this 28th day of November 2001 by and between HIL Technology, Inc., a Maine corporation ("Assignor") and Hydro International PLC, a public limited company organized in the United Kingdom ("Assignee").

WHEREAS, Assignor is a wholly-owned subsidiary of Assignee and is engaged in the design, manufacturing, distribution and sale of valves for controlling storm water run-off and industrial, commercial and municipal water flows (collectively, the "Products"), under and identified by the REG-U-FLO trademark, which is registered with the United States Patent and Trademark Office as registration number 1,540,352 (the "Trademark"); and

WHEREAS, Assignee is desirous of obtaining, and Assignor is willing to assign any and all of its rights, title and interests in the Trademark under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. ASSIGNMENT. Assignor sells, assigns, transfers, sets over and quitclaims to Assignee any and all of Assignor's respective rights, title and interests owned, held or possessed to and in the Trademark, together with the goodwill inuring thereto from continuous use in commerce of such Trademark on or in connection with the sale of the Products. Further, and without limitation, Assignor assigns and conveys to Assignee any and all rights of Assignor, express or implied, legal or equitable, in and to any licenses or use agreements relating to the Trademark.

2. ENTIRE AGREEMENT; MODIFICATION. This Assignment contains the entire understanding and agreement between the parties with respect to the subject matter hereof, and it may not be amended, modified or supplemented in any respect other than by a subsequent written agreement entered into by both parties hereto.

3. BINDING ON ASSIGNS, HEIRS, SUCCESSIONS. This Assignment shall be binding upon the assigns, heirs and successors of both parties hereto.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed by its respective officer duly authorized as an instrument under seal, the date and year first above written.

WITNESS:

HYDRO INTERNATIONAL PLC

By: *Dorene Begon*

By: *Steve Hides*

Name: Steve Hides

Title: President