

05-28-2002



MAY 13 2002

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TRADEMARKS ONLY

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

Submission Type

- ☒ New **5-13-02**
- ☐ 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
Effective Date
Month Day Year
- ☐ Merger
- ☐ Change of Name
- ☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Teledyne Industries, Inc.

01/01/99

Formerly

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

Receiving Party

☐ Mark if additional names of receiving parties attached

Name ATI Properties, Inc.

DBA/AKA/TA

Composed of

1600 N.E. Old Salem Road

Address (line 1)

Address (line 2)

Address (line 3)

Albany

City

OR

State/Country

97321

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ 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.)
- ☒ Corporation ☐ Association
- ☐ Other

☒ Citizenship/State of Incorporation/Organization Delaware

FOR OFFICE USE ONLY

05/24/2002 GT011 00000123 010840 2127753

01 FC:481 40.00 CH
02 FC:482 325.00 CH

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

TRADEMARK

REEL: 002514 FRAME: 0379

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

412-394-2839

Name

Patrick J. Viccaro

Address (line 1)

Allegheny Technologies Incorporated

Address (line 2)

1000 Six PPG Place

Address (line 3)

Pittsburgh, PA 15222

Address (line 4)

Pages

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

#

5

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)

2127753

2127753

1615425

0735903

1331659

0802116

0801667

2355899

0081928

0654341

Number of Properties

Enter the total number of properties involved.

#

14

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

560

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:

#

01-0840

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.

Patrick J. Viccaro

Name of Person Signing

Signature

May 13, 2002

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name

Formerly

☐

Individual

☐

General Partnership

☐

Limited Partnership

☐

Corporation

☐

Association

☐

Other

☐

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional 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)

City

State/Country

Zip Code

☐

Individual

☐

General Partnership

☐

Limited Partnership

☐

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

☐

Corporation

☐

Association

☐

Other

☐

Citizenship/State of Incorporation/Organization

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)

0747470	1377876	1396442
1377877	0804525	

TRADEMARK

REEL: 002514 FRAME: 0381

ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement"), effective as of the 1st day of January, 1999, by and between **Teledyne Industries, Inc.**, a California corporation having its principal offices at 2049 Century Park East, Los Angeles, California (the "Assignor"), and **ATI Properties, Inc.**, a Delaware corporation, having its principal offices at 2049 Century Park East, Los Angeles, California (the "Assignee").

RECITALS

The Assignor has adopted and used in its businesses, worldwide, certain trade names and trademarks and is the owner of all rights and interests in and to these trade names and trademarks in the world, together with all trademark applications and registrations therefor identified in Exhibit A attached hereto as well as all worldwide rights in the patents and patent applications, including reissues, continuations, continuations-in-part, divisionals and foreign counterparts thereof, identified on Exhibit B and certain non-patented technical know-how and goodwill associated with the assets identified in Exhibits A and B (collectively, the "Intellectual Property"), including any amended or supplemented exhibits hereto as the parties may agree to in writing from time to time.

The Assignee is desirous of acquiring the Intellectual Property and goodwill associated with such Intellectual Property and the Assignor is willing to convey the Intellectual Property to the Assignee, upon and subject to the terms and conditions hereof.

Pursuant to a License Agreement dated as of even date herewith, the Assignee, concurrently herewith, is agreeing to license the Intellectual Property to the Assignor, and the Assignor is agreeing to license such Intellectual Property from the Assignee.

NOW, THEREFORE, in consideration of the foregoing premises and for valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Assignor and the Assignee, intending to be legally bound hereby agree as follows:

1. Conveyance of Trademark and Related Rights. The Assignor hereby conveys, assigns, transfers and sets over unto the Assignee the Assignor's entire right, title and interest in and to the Intellectual Property, worldwide, including without limitation the goodwill of the businesses in connection with which the Intellectual Property have been used and any and all past, present and future causes of action related to the Intellectual Property, the Intellectual Property to be held and enjoyed by the Assignee for its own use and on its own behalf, and to inure to the benefit of the Assignee, its successors and assigns.

2. Consideration. As consideration for the conveyance of the Intellectual Property made hereby, the Assignee shall issue shares of its common stock, par value \$.01 per share, to Assignor in accordance with the resolutions adopted at the meeting of its Board of Directors held on June 30, 1998.

3. Further Assurances. Upon request, the Assignor shall execute such additional documents as may be required to effect the foregoing conveyance and for recording purposes in connection with the transfer of ownership of the Trademark Rights to the Assignee.

4. Right of First Refusal. In the event that the Assignee wishes to sell or otherwise transfer the Trademark Rights or in the event of a Change in Control of the Assignee, the Assignor shall have the right to reacquire the Trademark Rights, for a period of one year from the date the Assignor receives written notice of the Assignee's intent to transfer the Trademark Rights or the occurrence of the Change in Control, by tendering to the Assignee the shares of common stock issued as provided in Section 2 whereupon the Assignee shall reassign the Trademark Rights to Assignor. The term Change of Control shall include:

(a) approval by the Assignee's stockholders of a reorganization, merger or consolidation, unless following such event, all or substantially all of the persons who were beneficial owners of the outstanding stock and voting securities (or equivalent) immediately prior to such event, following such event beneficially own, directly or indirectly, more than 80% of the combined voting power of the then outstanding voting securities of the resulting entity; or

(b) approval by the Assignee's stockholders of complete liquidation or dissolution of the Assignee or a sale or other disposition of all or substantially all of the assets of the Assignee.

5. Governing Law. The validity, performance, construction and effect of this Agreement shall be governed by the laws of the State of Delaware.

6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Assignor and the Assignee and their respective successors and assigns and such successors and assigns shall be bound by and subject to the terms and conditions of this Agreement including without limitation the right of first refusal provided in Section 4.

7. Entire Agreement; Amendments; Severability. This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements, written or oral, between the parties with respect to the subject matter hereof. No amendment or supplement to the Agreement shall be effective unless in writing and executed by the Assignor and the Assignee. This Agreement is intended to be severable; if any term of this Agreement is held invalid, illegal or unenforceable in whole or in part, neither the remaining part of such term nor the validity of any other term of this Agreement shall in any way be affected thereby.


8. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute but one and the same Agreement.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

ATTEST:

Assignor:
TELEDYNE INDUSTRIES, INC.

By: _____


By: 
Name: James L. Murdy

Title: _____

Executive Vice President – Finance and
Title: Administration and Chief Financial Officer

ATTEST:

Assignee:
ATI PROPERTIES, INC.

By: 

By: 

Name: Mark A. Aspinwall

Title: Assistant Secretary

Title: Regional General Counsel

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) SS:

On this, the 6th day of May, 1999, before me, a Notary Public personally
appeared (name and title) MARK A. ASPINWALL, Regional
General Counsel, known to
me (or satisfactory proven) to be person whose name is subscribed to the foregoing
Assignment Agreement, and acknowledged that he is duly authorized and executed the same
for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Elizabeth Moura
Notary Public

[Notarial Seal]



My commissions expires : 7/31/2000

<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
718-ER	2127753	01/06/98
718-OP	1615425	10/02/90
AIR HEAD	0735903	08/14/62
ALLCORR	331659	04/23/85
ALLVAC	0801667	01/11/66
TIOSTEUM	2355899	06/06/00
VASCO	0081928	05/16/11
VASCOJET	0654341	11/12/77
VASOMAX	0747470	04/02/63
VASCOMAX T-200	1377876	06/14/86
VASCOMAX T-250	1396442	01/14/86