

6/7/02

06-13-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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

102121070

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

1. Name of conveying party(ies):

Power Lone Star, LLC

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other limited liability company - Texas

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

2. Name and address of receiving party(ies)

Name: Tyco Plastics Services AG

Internal

Address:

Street Address: Schwertstrasse 9

City: Schaffhausen State: Switzerland CH-8200

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State Switzerland

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: December 17, 2001

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

A. Trademark Application No.(s)

76/318886; 76/318887; 76/321910

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: Anne E. Fitzpatrick

Internal Address: Tyco Healthcare Group LP

Street Address: 15 Hampshire Street

City: Mansfield State: MA Zip: 02048

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$ 90.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

190254

(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.

Anne E. Fitzpatrick Name of Person Signing

Anne E Fitzpatrick Signature 6/7/02 Date

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

06/12/2002 LMIJELER 00000090 190254 76318886

01 FC:481 40.00 CH 02 FC:482 50.00 CH

TRADEMARK REEL: 002524 FRAME: 0278

Sent By: A;

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Jun-7-02 6:00AM;

Page 4/5

ent By: none;

303 683 8239;

Jun-5-02 7:31PM;

Page 4/5

Jun-05-2002 03:39pm From:KENDALL LEGAL IP

T-076 P.004/008 F-333

TRADEMARK ASSIGNMENT

WHEREAS, Power Lone Star, LLC, a Texas limited liability company ("Assignor"), whose principal place of business is located at 11010 Wallisville Road, Houston, Texas 77013, is the owner of the entire right, title and interest in and to the United States trademark applications and registrations set forth in Schedule A ("Trademarks").

WHEREAS, Tyco Plastics Services AG, a Swiss corporation ("Assignee"), whose principal place of business is located at Schwertstrasse 9, CH-8200 Schaffhausen, Switzerland, is desirous of acquiring the entire right, title, and interest in and to Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor by these presents, does hereby sell, assign, and transfer to Assignee said Trademarks together with the goodwill of the business symbolized by the Trademarks, to be held and enjoyed by Assignee as fully and entirely as it would have been held and enjoyed by Assignor if this sale and assignment had not been made, including all claims, demands, and rights of recovery that Assignor has or may have in profits and damages for past and future infringements, if any, and all rights to compromise, sue for, and collect such profits and damages and the right to seek and obtain injunctive relief.

ASSIGNOR covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

ASSIGNOR further covenants that Assignor will, upon Assignee's request, promptly execute and deliver to Assignee or its legal representative any and all papers or instruments to maintain and enforce the Trademarks which may be necessary or desirable to carry out the purposes hereof.


This Assignment is herewith made effective as of the 17th day of December, 2001.

ASSIGNOR:

ASSIGNEE:

Power Lone Star, LLC

Tyco Plastics Services AG

By:  _____
James P. Stephens
President

By: _____
F. Brad Salcedo
Chief Executive Officer

TRADEMARK ASSIGNMENT

WHEREAS, Power Lone Star, LLC, a Texas limited liability company ("Assignor"), whose principal place of business is located at 11010 Wallisville Road, Houston, Texas 77013, is the owner of the entire right, title and interest in and to the United States trademark applications and registrations set forth in Schedule A ("Trademarks").

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This Assignment is herewith made effective as of the 17th day of December, 2001.

ASSIGNOR:

ASSIGNEE:

Power Lone Star, LLC

Tyco Plastics Services AG

By: _____
Stephanie Power
President

By: 

F. Brad Salcedo
Chief Executive Officer

+

SCHEDULE A

U.S. Trademark Applications

<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>
TUFFCRETE	76/318886	September 28, 2001
POWERGUARD	76/318887	November 9, 2001
CELLCRETE	76/321910	October 5, 2001

Trademark Assignment between Power Lone Star, LLC
and Tyco Plastics Services AG

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant:	Tyco Plastics Services AG	:
	Schwertstrasse 9	:
	CH-8200, Schaffhausen	:
	Switzerland	:
Mark:	CELLCRETE	:
Serial No.:	76/321910	:
Int. Class.:	02	:
Filing Date:	October 5, 2001	:

APPOINTMENT OF DOMESTIC REPRESENTATIVE

TO THE ASSISTANT COMMISSIONER FOR TRADEMARKS


Tyco Plastics Services AG, a Swiss company

Business Address: Schwertstrasse 9
Schaffhausen CH-8200
Switzerland

The above-identified Applicant designates Anne E. Fitzpatrick, Tyco Healthcare Group LP, 15 Hampshire Street, Mansfield, Massachusetts 02048, as its domestic representative upon whom notices of process affecting this application may be served.

Respectfully submitted,

TYCO PLASTICS SERVICES AG


F. Brad Salcedo
Chief Executive Officer

Dated: June 6, 2002

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant:	Tyco Plastics Services AG	:
	Schwertstrasse 9	:
	CH-8200, Schaffhausen	:
	Switzerland	:
Mark:	POWERGUARD	:
Serial No.:	76/318887	:
Int. Class:	02	:
Filing Date:	November 9, 2001	:

APPOINTMENT OF DOMESTIC REPRESENTATIVE

TO THE ASSISTANT COMMISSIONER FOR TRADEMARKS


Tyco Plastics Services AG, a Swiss company

**Business Address: Schwertstrasse 9
Schaffhausen CH-8200
Switzerland**

The above-identified Applicant designates Anne E. Fitzpatrick, Tyco Healthcare Group LP, 15 Hampshire Street, Mansfield, Massachusetts 02048, as its domestic representative upon whom notices of process affecting this application may be served.

Respectfully submitted,

TYCO PLASTICS SERVICES AG



F. Brad Salcedo
 Chief Executive Officer

Dated: June 6, 2002

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Tyco Plastics Services AG :
 Schwerstrasse 9 :
 CH-8200, Schaffhausen :
 Switzerland :
 :
 Mark: TUFFCRETE :
 :
 Serial No.: 76/318886 :
 :
 Intl. Class: 02 :
 :
 Filing Date: September 28, 2001 :

APPOINTMENT OF DOMESTIC REPRESENTATIVE

TO THE ASSISTANT COMMISSIONER FOR TRADEMARKS


Tyco Plastics Services AG, a Swiss company

**Business Address: Schwertstrasse 9
Schaffhausen CH-8200
Switzerland**

The above-identified Applicant designates Anne E. Fitzpatrick, Tyco Healthcare Group LP, 15 Hampshire Street, Mansfield, Massachusetts 02048, as its domestic representative upon whom notices of process affecting this application may be served.

Respectfully submitted,

TYCO PLASTICS SERVICES AG


 F. Brad Salcedo
 Chief Executive Officer

Dated: June 6, 2002

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Receiving Party: Tyco Plastics Services AG EXPRESS MAIL LABEL: EK718429182US
Schwertstrasse 9
CH-8200 Schaffhausen
Switzerland

Recordation of Change of Name from Power Lone Star, LLC to Tyco Plastics Services AG

Trademark / Application No.

TUFFCRETE / 76/318886
POWERGUARD / 76/318887
CELLCRETE / 76/321910

Commissioner of Patents and Trademarks
BOX ASSIGNMENTS
Washington, DC 20231

Sir:

Enclosed please find two Recordation Form Cover Sheets for Trademarks relating to the above-referenced trademark applications with attached Assignment, Schedule and Appointment of Domestic Representative forms.

The below attorney for Receiving Party authorizes the charge of any applicable fees required to Deposit Account 19-0254. A duplicate copy of this transmittal letter is enclosed for this purpose.

Respectfully submitted,



Anne F. Fitzpatrick
Attorney for Applicant
Tyco Healthcare Group LP
15 Hampshire Street
Mansfield, MA 02048
Phone (508) 261-8476

Date: June 7, 2002

COPY

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Receiving Party: Tyco Plastics Services AG EXPRESS MAIL LABEL: EK718429182US
Schwertstrasse 9
CH-8200 Schaffhausen
Switzerland

Recordation of Change of Name from Power Lone Star, LLC to Tyco Plastics Services AG

Trademark / Application No.
TUFFCRETE / 76/318886
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Respectfully submitted,



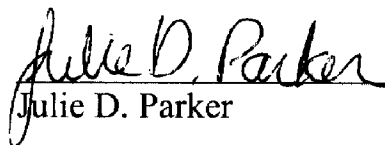
Anne F. Fitzpatrick
Attorney for Applicant
Tyco Healthcare Group LP
15 Hampshire Street
Mansfield, MA 02048
Phone (508) 261-8476

Date: June 7, 2002

TRADEMARK
REEL: 002524 FRAME: 0286

CERTIFICATE OF MAILING

The undersigned hereby certifies that the enclosed transmittal letter in duplicate, Recordation Form Cover Sheet for Trademarks, Assignment Documentation, Appointment of Domestic Representative forms, and return receipt postcard are being deposited on the 7th day of June, 2002 with the U.S. Postal Service as Express Mail, Label No. EK718429812US in an envelope, postage prepaid, addressed to:
Commissioner of Patents & Trademarks, BOX ASSIGNMENTS, U.S. Patent & Trademark Office, Washington, DC 20231.



Julie D. Parker