

06-19-2002

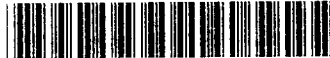
Form PTO-1594

(Rev. 03/01)

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

Tab settings ⇌ ⇌ ⇌ ▼ ▼

RE: 7



102126574

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

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

1. Name of conveying party(ies):

6.14.02

Bryant Grinder Corporation

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

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: 05/31/2002

2. Name and address of receiving party(ies)

Name: BF Acquisition, LLC

Internal

Address: \_\_\_\_\_

Street Address: 1250 E. 222nd Street

City: Cleveland State: OH Zip: 44117

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

☒ Other Delaware limited liability company

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 0730359,  
 1014015, 0786754, 1110811, 1661461,  
 1898589, 2005713, 2335781

Additional number(s) attached ☐ Yes ☒ No

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

Name: Katharine F. Rowe, Esq.

Internal Address: \_\_\_\_\_

LeBoeuf, Lamb, Greene &  
 MacRae, LLP

Street Address: 50 N. Laura Street  
 Suite 2800

City: Jacksonville State: FL Zip: 32202

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: \_\_\_\_\_

(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.

Katharine F. Rowe  
 Name of Person Signing

Signature

Date

6/14/02

Total number of pages including cover sheet, attachments, and document: 6

06/19/2002 LUWELLER 00000063 0730359

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

01 FC:481  
 02 FC:482

40.00 OP  
 175.00 OP

TRADEMARK  
 REEL: 002527 FRAME: 0763

## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("**Assignment**") is made as of the 31st day of May, 2002 (the "**Effective Date**"), by Bryant Grinder Corporation, a Delaware corporation ("**Assignor**"), to BF Acquisition, LLC, a Delaware limited liability company ("**Assignee**").

### RECITALS

A. Assignor is the sole and exclusive owner of the trade names, trademarks, and the United States and foreign trademark applications and registrations therefore, as listed on attached **Schedule A**, as well as the associated goodwill related thereto (collectively, the "**Trademarks**").

B. Assignor, Assignee and J & L Metrology Company, Inc., a Delaware corporation, are parties to that certain Asset Purchase Agreement dated as of May 28, 2002 (the "**Purchase Agreement**"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor certain assets, including without limitation, the Trademarks.

C. Pursuant to the Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such transferred assets.

NOW, THEREFORE, for and in exchange for the payment of the purchase price set forth in the Purchase Agreement, and the mutual covenants and promises contained in this Assignment, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey to Assignee, all of Assignor's worldwide right, title and interest in, to and under the Trademarks, free and clear of liens or encumbrances, together with the goodwill of the business symbolized by and associated with the Trademarks, any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect, and all rights to sue for infringement of the Trademarks, whether arising prior to or subsequent to the Effective Date, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date of this Assignment as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor hereby agrees and confirms that with respect to any applications for trademarks listed on **Schedule A** which are being prosecuted on an intent to use basis, Assignee has acquired that portion of the business with which the marks listed therein are being used or, if not yet used, are intended to be used.

Assignor hereby covenants that Assignor has the full right to convey the entire interest assigned in this Assignment and that Assignor has not executed, and will not execute, any agreement in conflict with this Assignment or the rights conveyed in this Assignment. Assignor hereby authorizes the Commissioner of Patents and Trademarks (and the equivalent authority in foreign trademark offices) to transfer all applications and registrations for the Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

\\chi-srv01\lannanr\43412v02\54371

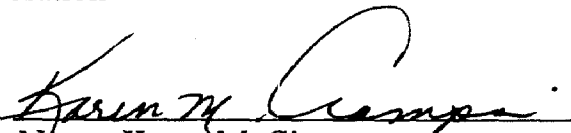
Assignor hereby further agrees and covenants that Assignor, or Assignor's legal representatives and assigns, as the case may be, shall execute and convey as directed upon Assignee's request (or the request of Assignee's successor or assigns), any and all other documents or information requested by Assignee that are known or available to Assignor (or its successor or assigns) relating to the Trademarks, as Assignee in its sole discretion deems advisable or necessary in order to fully vest all rights herein transferred to Assignee in Assignee, and will testify as to the same in any interference or other litigation or legal proceeding when requested so to do. In addition, for purposes of completing and executing any such documents, Assignor hereby appoints Assignee as Assignor's attorney in fact with full power and authority to complete any and all documents as Assignee determines in its sole discretion are advisable or necessary to fully vest in Assignee all rights in the Trademarks.

The preamble and the Recitals set forth above and the **Schedule A** referred to above are each incorporated into this Assignment as if each of the same were fully set forth in this Assignment.

Except to the extent that United States federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Vermont without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused one of its duly authorized officers to execute this Assignment as of the Effective Date.

Bryant Grinder Corporation, a Delaware corporation

By: 

Name: Karen M. Ciampa

Title: SECRETARY & ASST TREASURER

State of Ohio                                 )  
  ) ss.:  
County of Cuyahoga                         )

On this 31st day of May, 2002, before me, a notary public, personally appeared Karen M. Ciampa, who acknowledged herself to be the SECRETARY & ASST TREASURER [title] of Bryant Grinder Corporation, a Delaware corporation, and that she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as such officer.

Witness my hand and official seal.

  
Notary Public

My commission expires: \_\_\_\_\_  
RICKY L. BUTTRAM, Attorney At Law  
Notary Public, [SEAL] in  
My commission has no expiration date.  
Section 147.03 R.C.

**Schedule A**

Trade Names

Unregistered Trademarks

Registered (state, federal and foreign) trademarks

Applications (state, federal and foreign) trademarks (including intent to use applications)

# SCHEDULE A

## TRADEMARKS ASSIGNED BY BRYANT GRINDER CORPORATION TO BF ACQUISITION, LLC

Country	Mark	Regis./App. No.	Regis./App. Date	Expir. Date
France	BRYANT (AND DESIGN)	1,464,208	5/9/98	5/9/08
U.S.	BRYANT (AND DESIGN)	1,014,015	6/24/95	6/24/05
U.S.	LECTRO-CAM	730,359	4/24/62	4/24/02
U.S.	CENTA-FORM	0786754	3/16/85	3/16/05
U.S.	CENTALIGN	1,110,811	1/9/79	1/9/09
U.S.	LECTRALINE	1,661,461	10/22/01	10/22/11
U.S.	ULTRALINE	1,898,589	6/13/95	6/13/05
U.S.	BRYANT	2,005,713	10/8/96	10/8/06
U.S.	LECTRAFORM	2,335,781	3/28/00	3/28/10