

7-15-02

07-15-2002



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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 Client/Matter: 307011/033

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

1. Name of conveying party(ies):

Harper-Wyman Company

7-15-02

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

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

2. Name and address of receiving party(ies)

Name: Appliance Controls Group, Inc.

Internal Address: 84 North Dugan Road

Street Address:

City: Sugar Grove State: IL Zip:

- 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: May 31, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

see attached Schedule

Additional number(s) attached Yes No

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

Name: Heather L. Danzig

Internal Address: Stroock & Stroock & Lavan LLP

Street Address: 180 Maiden Lane

City: New York State: NY Zip: 10038

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41): \$ 315.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

19-4709

(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.

Heather L. Danzig

Name of Person Signing

Signature

July 12, 2002

Date

Total number of pages including cover sheet, attachments, and document: 7

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

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01 FC:481 40.00 CH 02 FC:482 275.00 CH

TRADEMARK REEL: 002542 FRAME: 0801

EXHIBIT A
Appliance Controls Trademarks

	TRADEMARK	REGISTRATION NO.
A.	US Trademarks	
	Harper	505,688
	H – in a Circle	505,687
	Alltrol	505,934
	Alltrol Center Simmer & Design	571,640
	Oven-Matic	680,424
	Frame Selector	737,332
	All-Temp	821,615
	H-W Logo	850,227
	Kool-Lite gas	1,029,245
	Dedicated to Quality	1,273,150
	Pro-Stat	1,280,590
	E*G	2,000,271
B.	Foreign Trademarks	
	“H” in a flame circle Canada	133,128
	LOGO insignia Great Britain	895,798
	LOGO Great Britain	898,127
C.	Common Law Trademark	
	HARPCO	

ASSIGNMENT OF TRADEMARKS

Assignment made this 31st day of May, 2002 by HARPER-WYMAN COMPANY, a Delaware corporation, having its principal place of business at 84 North Dugan Rd., Sugar Grove, Illinois (hereinafter referred to as ASSIGNOR) to Appliance Controls Group, Inc., (formerly known as Appliance Controls Business Acquisition Corp.), a Delaware corporation) with its principal place of business at 84 North Dugan Rd., Sugar Grove, Illinois and its successor and assigns, (hereinafter referred to as ASSIGNEE).

WITNESSETH:

WHEREAS, ASSIGNOR, as "Seller", and ASSIGNEE, as "Buyer", and certain other Parties, entered into an Agreement of Purchase and Sale, dated as of April 19, 2002 and as it may be amended, supplemented or otherwise modified from time to time (hereinafter referred to as the "Purchase Agreement") and this assignment is being executed pursuant to the Purchase Agreement; and

WHEREAS, ASSIGNOR owns both common law and statutory rights in and to the various trademarks set forth in Exhibit A hereto (collectively, the "Appliance Controls Trademarks"); and

WHEREAS, ASSIGNOR desires to retain the term "CORNING" and "OAK" as trademarks in connection with products it manufactures, distributes or sells; and

WHEREAS, ASSIGNOR desires to retain all rights in and to the "CORNING" and "OAK" trademarks and shall not by this instrument convey any rights to ASSIGNEE in such trademarks; and

WHEREAS, ASSIGNEE desires to acquire from ASSIGNOR, all ASSIGNOR'S right, title, interest and goodwill in and to the Appliance Controls Trademarks throughout the world, excluding any trademark rights in or to the following trademarks: (a) "CORNING" or any derivations or modifications thereof; and/or (b) "OAK" or any derivations or modifications thereof except for providing for the use of the name OakGrigsby or its products as set forth in the Purchase Agreement, and ASSIGNOR is willing to provide such an assignment, in accordance with the intent of the parties and subject to the terms and conditions of this Agreement; and

WHEREAS, ASSIGNOR desires to assign its entire right, title, interest and goodwill in and to the Appliance Controls Trademarks to ASSIGNEE.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and the parties hereto intending to be bound, it is agreed by and between ASSIGNOR and ASSIGNEE as follows:

1. ASSIGNOR hereby sells, assigns, transfers and sets over unto ASSIGNEE the ASSIGNOR's entire right, title and interest in and to the Appliance Controls Trademarks throughout the world, together with the goodwill of the business associated with such trademarks, and the right to recover damages and/or profits from third parties which hereafter may arise from infringement or dilution of the Appliance Controls Trademarks.

2. ASSIGNOR acknowledges that upon execution of this Assignment, ASSIGNEE is the sole and exclusive owner of the Appliance Controls Trademarks.

3. It is also the intent of the parties hereto that the ASSIGNOR, by this Assignment, does NOT assign to the ASSIGNEE any trademark or related rights in and to the following terms: (a) "CORNING" or any derivations or modifications thereof; and/or (b) "OAK" or any derivations or modifications thereof except for providing for the use of the name OakGrigsby or its products as set forth in the Purchase Agreement.

4. ASSIGNOR authorizes the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Appliance Controls Trademarks and title thereto as the property of the ASSIGNEE, its successors, legal representatives and assigns in accordance with the terms of this instrument;

5. Upon request, ASSIGNOR further agrees to execute such additional documents as may be required to effect the foregoing and for recordal purposes in connection with transferring ownership of the Appliance Controls Trademarks and any registrations and/or pending applications for the Appliance Controls Trademarks.

6. ASSIGNOR also agrees to reasonably cooperate with Assignee in any legal action that ASSIGNEE may take regarding the protection of the rights of ASSIGNEE in the Appliance Controls Trademarks, provided, however, Assignee shall reimburse Assignor for all costs and expenses associated with such reasonable cooperation.

[Execution Page Follows]

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment of Trademarks Agreement to be signed this 31st day of May, 2002.

HARPER-WYMAN COMPANY

By: Mark S. Rogus
Name: Mark S. Rogus
Title: Vice President & Treasurer

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA)
STATE OF NEW YORK) SS.:
COUNTY OF STEUBEN)

On this 31st day of May, 2002, before me personally appeared Mark S. Rogus, to me known, who being by me duly sworn, did depose and say that (s)he is the Vice President & Treasurer of Harper-Wyman Company, the Assignor named in this Assignment, and that (s)he signed in the name of said corporation pursuant to authorization granted by Harper-Wyman Company.

Brenda J. Ribble
Notary Public

BRENDA J. RIBBLE
NOTARY PUBLIC, STATE OF NEW YORK
NO. 4999318
QUALIFIED IN STEUBEN COUNTY
COMMISSION EXPIRES JULY 20, 2002

[Notarial Seal]

IN WITNESS WHEREOF, ASSIGNEE accepts this Assignment of Trademarks signed this 31st day of May, 2002.

**APPLIANCE CONTROLS GROUP, INC.
(FORMERLY KNOWN AS APPLIANCE
CONTROLS BUSINESS ACQUISITION
CORP.**

By: M N G
Name: Murray N. Guntz
Title: Secretary

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA)
STATE OF NEW YORK) SS.:
COUNTY OF NEW YORK)

On this 31st day of May, 2002, before me personally appeared Murray Neal Guntz, to me known, who being by me duly sworn, did depose and say that he is the Secretary of Appliance Controls Group, Inc. (formerly known as Appliance Controls Business Acquisition Corp.), the Assignee named in this Assignment, and that (s)he signed in the name of said corporation pursuant to authorization granted by Appliance Controls Group, Inc.

LISA COTTO
Notary Public, State of New York
No. 01CO6048839
Qualified in Nassau County
Commission Expires October 2, 2002

Lisa Cotto
Notary Public

[Notarial Seal]

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