

11-12-2002



102277403

To the Honorable Commissioner of Patents and Trademarks

1. Name of conveying party(ies):

Laser Technologies & Services, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation - Pennsylvania
- 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: January 6, 1999

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,747,061

Additional numbers attached? Yes No

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

Jeffrey H. Kaufman
OBLON, SPIVAK, McCLELLAND, MAIER & NEUSTADT, P.C.
Attorneys at Law
Fourth Floor
1755 Jefferson Davis Highway
Arlington, Virginia 22202

OSMMN Ref: 3669-0170-33 mjo

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$40.00

- X Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 50-2014
(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.

Jeffrey H. Kaufman
Name of Person Signing

Signature

11/6/02
Date

Total number of pages, including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:

11/08/2002 DIAZ1 00000065 1747061

01 FC:0521

40.00 DP

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 2613 FRAME: 0930

CONFIRMATORY TRADEMARK ASSIGNMENT

WHEREAS, Laser Technologies & Services, Inc., a Pennsylvania Corporation, located at 118 Summit Drive, Exton, Pennsylvania 19341 (hereinafter referred to as "Assignor") was the sole and exclusive owner of the trademark PERC PERFORMANCE ENHANCED REPLACEMENT CARTRIDGE AND DESIGN and U.S. Registration No. 1,747,061 thereof, issued January 19, 1993, and the business and goodwill thereto pertaining; and

WHEREAS, on or about January 6, 1999, Assignor did assign said trademark and trademark registration together with the goodwill and business thereto pertaining to Verbatim Corporation, a California corporation with its principal place of business at 1200 W. T. Harris Boulevard, Charlotte, North Carolina 28262 (hereinafter referred to as the "Assignee"), said transfer, assignment and sale having been for good and valuable consideration; and

WHEREAS, through inadvertence no assignment of said United States trademark registration, the trademark to which it pertains and the goodwill and business thereto pertaining, was executed in a form recordable in the U.S. Patent and Trademark Office.

NOW, THEREFORE, said Assignor, in conformity with the actual transfer, assignment and sale from Assignor to said Assignee, does hereby *nunc pro tunc*, sell, assign, set over and transfer to said Assignee, its successors and assigns, the entire and exclusive right, title and interest in and to the said United States trademark registration, and the trademark, business and goodwill thereto pertaining, the same and the rights of said Assignor to be held and enjoyed by said Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, to the end of the term or terms for which said trademark registration may be granted, renewed, or reissued, as fully and entirely as the same would have been held and enjoyed by said Assignor if this assignment and sale had not been made; together with all claims for damages by

reason of past infringement of said trademark and trademark registration, with the right to sue for and collect the same for its own use and behalf, and for the use and behalf of its successors, assigns, or other legal representatives.

IN TESTIMONY WHEREOF, said Assignor has caused its name to be signed by its duly authorized officer, this 7th, day of October, 2002.

LASER TECHNOLOGIES & SERVICES, INC.

Signature: *William E. Kopatich*
Name: WILLIAM E. KOPATICH
Title: PRESIDENT
Date: OCTOBER 7, 2002

Seal

Subscribed and sworn before me this 7 day of October, 2002.

Lou Ann Allen
Notary Public

My commission expires 3-12-05

Notarial Seal
Lou Ann Allen, Notary Public
Tredyffrin Twp., Chester County
My Commission Expires Mar. 12, 2005
Member, Pennsylvania Association of Notaries

JHK/PJH/cds/klk (I:\atty\JHK\Verbatim\36690170-assignment1.wpd)