

01-24-2003



SHEET

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

TO: The Commissioner of Patents

102346526

attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation) Document ID #
- Correction of PTO Error Reel # Frame #
- Corrective Document Reel # Frame #

1-21-03

Conveyance Type

- Assignment
- License
- Merger
- Security Agreement
- Change of Name
- Nunc Pro Tunc Assignment Effective Date:
- Other:

Conveying Party

Execution Date

Name Sheldahl, Inc.

08/29/02

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization - a Minnesota Corporation
- Mark if Additional Names of Conveying Parties Attached

OFFICE OF PTO RECORDS
2003 JAN 21 PM 3:48
FINANCE SECTION

Receiving Party

Name Northfield Acquisition Co.

DBA/AKA/TA

Address 1150 Sheldahl Road

Address

Address Northfield

Minnesota

55057

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization - a Delaware Corporation
- Domestic Representative Designation Attached: Yes No
- Mark if Additional Names of Receiving Parties Attached

Correspondent Name and Address

Mark E. Phelps
Leydig, Voit & Mayer, Ltd.
Two Prudential Plaza, Suite 4900
Chicago, Illinois 60601-6780

Telephone: (312) 616-5600
Facsimile: (312) 616-5700
Attorney Docket No. 204152

Pages Enter the total number of pages of the attached conveyance document including any attachments: 6

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)		
75/793,215	75/788,909	2,446,884	1,934,475	1,364,477
		1,363,359	1,360,541	1,847,641
01/23/2003 LHMUELLER 0000247 121216 75793215		1,641,980	1,749,269	1,851,062
		2,042,247	1,111,677	1,111,790
01 FC:8521 40.00 CH		1,829,119	1,961,014	2,327,679
02 FC:8522 475.00 CH		1,698,839	2,458,183	2,525,428

Number of Properties Enter the total number of properties involved: 20

Fee Amount \$40.00 for First Property, \$25.00 for 19 Properties

Fee Amount for Properties Listed (37 CFR 3.41): \$515.00

Method of Payment:

- Enclosed
- Deposit Account No. 12-1216
- 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.

Mark E. Phelps		January 14, 2003
Name of Person Signing	Signature	Date

TRADEMARK ASSIGNMENT

WHEREAS, SHELDAHL, INC., a Minnesota Corporation (hereinafter referred to as "Assignor"), has adopted, used, and is using in its business certain trademarks, has acquired good will associated with and symbolized by said trademarks, and has not abandoned the same, and is the owner of all right, title and interest of certain trademark registrations of said marks and applications therefor in the United States Patent and Trademark Office and in the trademark offices of countries foreign to the U.S. (hereinafter referred to as the "Trademark Intellectual Property") identified in Schedule A attached hereto; and

WHEREAS, NORTHFIELD ACQUISITION CO., a Delaware Corporation (hereinafter referred to as "Assignee"), is desirous of acquiring the entire domestic and foreign right, title and interest in and to the Trademark Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor assigns and transfers to the Assignee and the Assignee's legal representatives, successors and assigns, pursuant to the terms of that certain Asset Purchase Agreement between Assignor and Assignee dated as of May 29, 2002 (as amended, the "Asset Purchase Agreement") its full and exclusive rights in and to the Trademark Intellectual Property in the U.S. and every foreign country together with the goodwill of the business associated with and symbolized by the trademarks, and the applications and registrations thereof, including all common-law and other rights in said trademarks, all claims, demands and causes of action, both at law and in equity, that Assignor may have, or may hereinafter acquire, on account of any infringement of said trademarks, and the applications and registrations thereof, prior to the date hereof, and does hereby empower Assignee, and its successors in interest, to sue for and collect the same, to its and their own absolute use.

UPON SAID CONSIDERATION, Assignor conveys to the Assignee the right to make application in its own behalf for protection of the Trademark Intellectual Property in the U.S. and countries foreign to the U.S. and to claim under any international arrangement for any such application the date of any earlier U.S. application (or any other application on the trademark) to gain priority with respect to other applications.

ASSIGNOR DOES HEREBY COVENANT and agree with the Assignee that Assignor will cooperate to effectuate the recordation of this transfer, that Assignor will not execute any writing or do any act whatsoever conflicting with the terms of this assignment document set forth herein, and that Assignor will at any time upon request, without further or additional consideration, but at the expense of the Assignee, execute such additional assignments and other writings and do such additional acts as the Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining trademark registrations of the United States or of any and all foreign countries on the trademark, and in enforcing any rights or choses in action accruing as a result of such applications or registrations, and by executing statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties.

This assignment is made and accepted upon and subject to the provisions under the Asset Purchase Agreement. Nothing contained in this assignment shall be deemed to supercede, enlarge on or modify any of the obligations, agreements, covenants or warranties of Seller or Buyer contained in the Asset Purchase Agreement. If any conflict exists between the terms of this assignment and the Asset Purchase Agreement, then the terms of the Asset Purchase Agreement shall govern and control.

Signature Page To Follow
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IN WITNESS WHEREOF, Assignor has caused one of its officers to hereunder set his hand on the date shown below.

Date 8/29/02

SHELDAHL, INC.

By: B. Pouliquen

Name: Benoit Pouliquen

Title: Chief Executive Officer and President

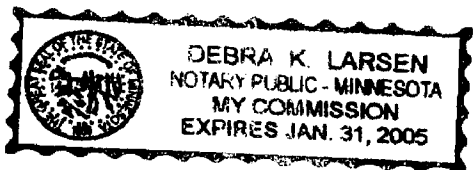
STATE OF Minnesota)
) ss:
COUNTY OF Rice)

On this 29 day of August, 2002, before me, a Notary Public in and for said county, appeared Benoit Pouliquen, who is personally known to me to be the same person whose name is subscribed to the foregoing Trademark Assignment document, and acknowledged that he/she signed and delivered the document as his/her free and voluntary act for the uses and purposes therein set forth.

Debra K. Larsen

{SEAL}

My Commission Expires: 1/31/05



Schedule A

**TRADEMARK INTELLECTUAL PROPERTY
OF SHELDAHL, INC.**

The following is a partial listing of trademarks, trademark registrations and trademark applications owned by Sheldahl, Inc. as of the date of the Asset Purchase Agreement. This listing is without limitation as to any other items shown to have been owned by Sheldahl, Inc. as of the date of the Asset Purchase Agreement, and/or any common law rights.

I. U.S. Trademark Registrations and Applications

U.S. Trademark Registration No. 2,446,884 - Registered 4/24/01 - Comclad
U.S. Trademark Registration No. 1,934,475 - Registered 11/7/95 - Density Patch.
U.S. Trademark Registration No. 1,364,477 - Registered 10/8/85 - Flexbase.
U.S. Trademark Registration No. 1,363,359 - Registered 10/1/85 - Flexconnect.
U.S. Trademark Registration No. 1,360,541 - Registered 9/17/85 - Flexswitch.
U.S. Trademark Registration No. 1,847,641 - Registered 8/2/94 - Hingeflex.
U.S. Trademark Registration No. 1,641,980 - Registered 4/23/91 - Novaclad.
U.S. Trademark Registration No. 1,749,269 - Registered 1/26/93 - Novaflex.
U.S. Trademark Registration No. 1,851,062 - Registered 8/23/94 - Novalink.
U.S. Trademark Registration No. 2,042,247 - Registered 3/4/97 - Reelflex.
U.S. Trademark Registration No. 1,111,677 - Registered 1/23/79 - Sheldahl.

U.S. Trademark Registration No. 1,111,790 - Registered 1/23/79 - SS Sheldahl.
U.S. Trademark Registration No. 1,829,119 - Registered 4/5/94 - Shelcoat.
U.S. Trademark Registration No. 1,961,014 - Registered 3/5/96 - Viagrid.
U.S. Trademark Registration No. 2,327,679 - Registered 3/14/00 - Viathin.
U.S. Trademark Registration No. 1,698,839 - Registered 7/7/92 - Z-Link.
U.S. Pending Trademark Application - Accentia - Filing No. 75/793,215 - Filing date 9/7/99.
U.S. Trademark Registration No. 2,458,183 - Registered 6/5/2001 - Comflex.
U.S. Trademark Registration No. 2,525,428 - Registered 1/1/2002 - Penclad.
U.S. Pending Trademark Application - Thin Foil - Filing No. 75/788,909 - Filing date 8/31/99.

II. Non-U.S. Trademark Registrations and Applications

Canada Trademark Registration No. TMA190617 - Registered 5/4/73 - Split Roll & Design
Benelux Trademark Registration No. 364657 - Registered 2/27/80 - Flexswitch
France Trademark Registration No. 54355394 - Registered 11/7/94 - Viagrid
France Trademark Registration No. 1572057 - Registered 1/25/90 - Flexswitch
France Trademark Registration No. 54355494 - Registered 11/7/94 - Novaclad

France Trademark Registration No. 42701792 – Registered 7/16/92 –
Z Link

Germany Trademark Registration No. 39402229 – Registered 8/10/95 –
Viagrid

Germany Trademark Registration No. 39402716 – Registered 5/19/95 –
Novaclad

Germany Trademark Registration No. 2055250 – Registered 1/27/94 –
Z-Link

Italy Trademark Registration No. 635273 – Registered 11/23/94 –
Z-Link

United Kingdom Trademark Registration No. 2003361 – Registered
11/23/94 – Novaclad

United Kingdom Trademark Registration No. 1189223 – Registered
1/25/83 – Sheldahl

United Kingdom Trademark Registration No. 2003360 – Registered
11/23/94 – Viagrid

Japan Trademark Registration No. 2540245 – Registered 5/31/93 –
Sheldahl

Japan Trademark Registration No. 3351334 – Registered 10/9/97 –
Viagrid

Japan Trademark Registration No. 4244364 – Registered 2/26/99 –
Novaclad

Pending Canada Trademark Application – Flexbond – Filing No.
089135100 – Filing date 9/24/98