

02-07-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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

102359113

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

1. Name of conveying party(ies):

Key Transducers, Inc. 2.4 03

- 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: January 30, 2003

2. Name and address of receiving party(ies)

Name: PCB Group, Inc.

Internal

Address:

Street Address: 3425 Walden Avenue

City: Depew State: NY Zip: 14043

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State New York 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2511794

Additional number(s) attached Yes No

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

Name: Rosalie A. Melisz, Esq.

Internal Address:

c/o Damon & Morey, LLP Street Address: 1000 Cathedral Place 298 Main Street

City: Buffalo State: NY Zip: 14202

6. Total number of applications and registrations involved: 1

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

- 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.

Rosalie A. Melisz, attorney as Name of Person Signing

Rosalie A. Melisz Signature

2/4/03 Date

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

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

02/06/2003 6TON11 00000099 2511794

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TRADEMARK REEL: 002665 FRAME: 0868

## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** ("Assignment") is made this 30<sup>th</sup> day of January, 2003 by **KEY TRANSDUCERS, INC.**, a corporation organized under the laws of the State of Delaware ("Assignor"), to **PCB GROUP, INC.**, a corporation organized and existing under the laws of the State of New York ("Assignee").

**WHEREAS**, Assignor is the owner of that certain United States trademark registration number 2511794 for the trademark "TORKDISC" (the "Registration"); and

**WHEREAS**, Assignor desires to wind down the affairs of Assignor and to assign to Assignee all its right, title and interest in and to such Registration and the associated "TORKDISC" trademark.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment. Assignor, being the owner of the Registration and all common law and statutory rights related thereto and all goodwill of the business now or hereafter appurtenant to, associated with, symbolized by or related thereto (collectively, the "Trademark"), does hereby grant, sell, convey, transfer, assign and deliver to Assignee and its successors, assigns and legal representatives, the entire right, title and interest in the United States, together with all trademark interests accruing by reason of international trademark conventions, free and clear of all liens and encumbrances of any kind, in and to the Trademark and all goodwill arising therefrom, including, without limitation, the right to claim priority, to file for and obtain registrations of the Trademark anywhere in the world, to make renewal applications thereof, and to sue for any infringement, or to settle or release such claims including, without limitation, any infringement occurring prior to the date hereof.

2. Appointment. As to any matter relating to this Assignment, Assignor hereby names Assignee as its agent and attorney-in-fact to receive, collect, enforce and sue, in the name of Assignee, as the legal attorney of and for Assignor, or in Assignor's name with the permission of Assignor.

3. Consent to Filing. As to any matter relating to this Assignment, Assignor hereby consents that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or similar document which may be required in any country or territory for any purpose.

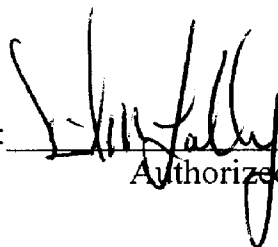
4. Cooperation. Assignor hereby further covenants that it shall, at any time and from time to time, at the reasonable request and expense of Assignee: (a) promptly provide Assignee with any and all pertinent facts and documents relating to the Trademark as may be in Assignor's possession or control; (b) testify as to the same in any opposition, cancellation, litigation or other proceeding related thereto; and (c) promptly execute and deliver to Assignee and its legal representatives, any and all papers, instruments or affidavits which, in the reasonable opinion of counsel for Assignee may be necessary to vest in Assignee all of Assignor's right, title and interest in or to the Trademark or registrations or renewals thereof, or any rights or benefits appertaining thereto, or to enable Assignee to realize upon or otherwise enjoy the Trademark or any rights or benefits appertaining thereto, or to apply for, obtain, maintain, issue and enforce any application or registration thereof which may be necessary or desirable to carry out the purposes hereof.

5. Amendment. This Assignment shall not be amended except by a written agreement signed by the party to be charged.

6. Law. This Assignment shall be construed in accordance with and governed by the laws of the State of New York without giving effect to principles of conflicts of laws.

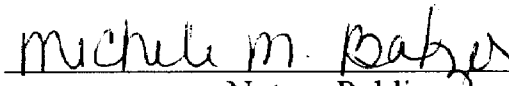
**IN WITNESS WHEREOF**, the undersigned has caused this Trademark Assignment to be duly executed by its duly authorized officer on the 30<sup>th</sup> day of January, 2003.

**KEY TRANSDUCERS, INC.**

By:   
Authorized Officer

STATE OF NEW YORK     )  
                                      : ss.:  
COUNTY OF ERIE         )

On the 30<sup>th</sup> day of January in the year 2003 before me, the undersigned, a Notary Public in and for said state, personally appeared David M. Kelly, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public

**MICHELE M. BALZER**  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01BA6034002  
QUALIFIED IN FRIE COUNTY  
COMMISSION EXPIRES 12/06/05

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RECORDED: 02/04/2003

**TRADEMARK**  
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