

Tab settings 3-3-03



OFFICE OF PUBLIC RECORDS
To the Honorable Commissioner of Patents and Trademarks

102399491

all documents or copy thereof.

1. Name of conveying party(ies) 2003 MAR -3 PM 12: 12

NORCO, INC. FINANCE SECTION

- Individual(s)
- General Partnership
- Corporation - Connecticut
- Other
- Association
- Limited Partnership

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

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: February 24, 2003

2. Name and address of receiving party(ies):

MARATHON POWER TECHNOLOGIES COMPANY
8301 Imperial Drive
Waco, Texas 76712-6588

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

If assignee is not domiciled in the United States, a domestic representative designator 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 patent number(s) listed below

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,144,720 2,004,333 1,358,860 1,153,612

Additional numbers attached? Yes No

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

Name: GLENN A. GUNDERSEN
DECHERT LLP
4000 BELL ATLANTIC TOWER
1717 ARCH STREET
PHILADELPHIA, PA. 19103-2793
TEL. NO. (215) 994-2183

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41)\$115.00

- Enclosed
- Authorized to be charged to deposit account
(Including any underpayment)

8. Deposit account number: 04-0475

(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.

Matthew T. Smith
Name of Person Signing

MT Smith
Signature

February 28, 2003
Date

Total number of pages including cover sheet, attachments, and document: [3]

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

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

03/24/2003 TDIAZ1 00000037 040475 1144720

01 FC:0521 40.00 CH
02 FC:0522 75.00 CH

ASSIGNMENT OF TRADEMARKS

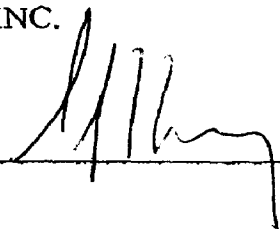
This ASSIGNMENT OF TRADEMARKS (the "Assignment"), is made and effective as of this 24 day of February, 2003 by and between NORCO, INC., a Connecticut corporation with offices at 139 Ethan Allen Highway, Ridgefield, Connecticut ("Assignor"), and MARATHON POWER TECHNOLOGIES COMPANY, a Delaware corporation with offices at 8301 Imperial Drive, Waco, Texas ("Assignee").

WHEREAS, Assignor has adopted, used, and is using the trademarks and service marks shown in Schedule A hereto in its business; and

WHEREAS, Assignee has on this date acquired from Assignor all of the assets and property used in Assignor's business and is desirous of acquiring the trademarks and service marks shown in Schedule A hereto and any other trademarks, service marks, trade names, and trade dress of Assignor's business (collectively, the "Marks"), the registration and application for registration of the Marks shown in Schedule A and any other registrations and applications for registration of the Marks, and the goodwill of Assignor's business symbolized by the Marks, free and clear of all liens.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Assignor hereby sells, assigns and transfers to Assignee and Assignee hereby accepts, all of Assignor's right, title and interest in and to (a) the Marks, together with the registrations and applications for registration of the Marks shown in Schedule A, and any other registrations and applications for registration of the Marks, (b) all income, royalties, damages and payments due as of or after the effective date of this Agreement arising from the Marks, and (c) all rights of action arising from the Marks, all claims for damages by reason of past, present and future infringement of the Marks and the right to sue and collect damages for such infringement, and (d) the goodwill of Assignor's business symbolized by the Marks.

NORCO, INC.

By 
Name:
Title:

SCHEDULE A

U.S. Trademark Registrations

<u>MARK</u>	<u>REGISTRATION DATE</u>	<u>REGISTRATION NUMBER</u>
BALL REVERSER	December 30, 1980	1,144,720
FLENNUT	October 1, 1996	2,004,333
FN (and design)	September 10, 1985	1,358,860
NORCO, INC. (and design)	May 12, 1980	1,153,612

Common Law Trademarks

<u>MARK</u>
COUPLEX
ROLLNUT