

07-09-2003

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TRADEMARKS ONLY

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

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

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

1. Name of conveying party(ies):

S.N.D. Electronics, Inc.

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

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

2. Name and address of receiving party(ies)
Name: Comerstone Electronics LLC
Internal
Address: _____

Street Address: 77 South Water Street

City: Greenwich State: CT Zip: 06830

 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Limited Liability Company

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: 6-30-03

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

A. Trademark Application No.(s) _____

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2,361,490

Additional number(s) attached Yes No

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

Internal Address: _____

Street Address: 100 Field Point Road

City: Greenwich State: CT Zip: 06830

6. Total number of applications and registrations involved:

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

 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Lesly J. Derenoncourt
Name of Person Signing

Signature

FINANCE SECTION
6/20/03
Date

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

7/09/2003 LUJELLER 00000021 2361490

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

FC:8521 40.00 DP

TRADEMARK
REEL: 002773 FRAME: 0414

ASSIGNMENT

ASSIGNMENT, made this 30th of June, 2003, by and between S.N.D. ELECTRONICS, INC., a New York corporation having its principal office at 77 South Water Street, Greenwich, Connecticut 06830 ("Assignor"), and CORNERSTONE ELECTRONICS LLC, a Connecticut limited liability company, having its principal office at 77 South Water Street, Greenwich, Connecticut 06830 (the "Assignee").

WHEREAS, Assignor has registered and is the owner of the trademark CORNERSTONE TAPING now registered in the United States Patent and Trademark Office (the "PTO") as Registration No. 2,361,490 (the "Registered Trademark"); and

WHEREAS, Assignee is desirous of acquiring said Registered Trademark, together with (i) the registration of the Registered Trademark with the PTO; and (ii) all common law rights in and to the Registered Trademark anywhere in the world (collectively the "Trademark").

NOW, THEREFORE, the parties agree as follows:

1. Assignment of Trademark. In consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all of its right, title and interest in and to the Trademark together with the goodwill of the Assignor's business symbolized by the Trademark.

2. Recordation of Assignment. Assignor hereby grants to Assignee the right to record the assignment of the Trademark with the PTO. Assignor hereby (i) agrees to execute any document and instrument which may be reasonably requested or required by the PTO in order to record the assignment of the Trademark pursuant hereto, (ii) agrees to provide the original certificate of registration of the Trademark to Assignee for the registration of the Trademark and, (iii) authorizes Assignee to surrender said certificate to the issuing authorities in connection with this Assignment.

3. Representation and Warranties of Assignor. Assignor hereby represents and warrants to Assignee as follows:

a. Title to Trademark. Assignor has good and marketable title to the Trademark, and the Trademark is not subject to any lien, pledge, mortgage, security interest, charge, assignment, title retention or other encumbrances of any kind.

b. Authority of Assignor. Assignor has the authority to enter into and perform this Assignment and to execute and deliver all documents and instruments required herein; and this Assignment and each such document and instrument shall, when duly executed by Assignor, constitute a valid and binding obligation of Assignor, enforceable against Assignor in accordance with its terms.

c. Adverse Claims. To the best knowledge of Assignor, there are no claims, actions, suits, or proceedings pending or threatened against Assignor in connection with its use or ownership of the Trademark; and the Assignor is not subject to any outstanding judgment, order, writ, injunction or decree of any court or other governmental agency within the United States or any foreign country concerning the Trademark. To the best knowledge of Assignor, no event has occurred which will result, or after notice or lapse of time or both would result in revocation, cancellation or termination of any of Assignor's right, title or interest in and to the Trademark including any registrations thereof (other than the natural expiration of any registrations thereof).

d. Infringement. Assignor has not made any claim or demand, or brought any action, suit or proceeding against any third party in connection with any trademark or service mark on the basis that such third party's use infringes upon the rights of Assignor in the Trademark.

4. Miscellaneous.

a. Request of Commissioner. Assignor and Assignee hereby request the Commissioner of the PTO, and the proper official of the proper office of any state in the United States and any foreign country in which the Assignor owns a registration, to issue a certificate of registration for the Trademark in the name of the Assignee, as appropriate.

b. Governing Law. Notwithstanding principles of conflicts of law to the contrary, all terms and provisions of this Assignment are to be construed and governed by the laws of the State of Connecticut. Any legal proceeding arising out of or relating to this Assignment shall be brought exclusively in the federal or state courts located in the State of Connecticut. Assignor and Assignee consent to personal jurisdiction in those courts and service of process, notices and demands of such courts may be made upon them by personal service at any place where they may be found, or by first class mail, return receipt requested (postage prepaid) and properly addressed to the party at its address as first set forth above, or such subsequent address as either party may notify the other in writing as aforesaid.

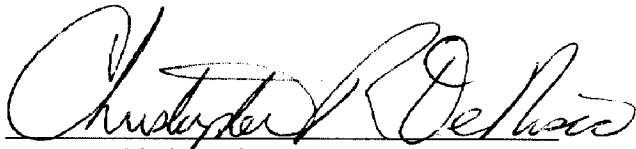
c. Entire Understanding. This Assignment sets forth the entire understanding among the parties hereto relating to the subject matter set forth herein, and merges all prior and contemporaneous discussions, communications and assignments among them with respect to such matters.

d. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the successors and assigns of the Assignor and Assignee.

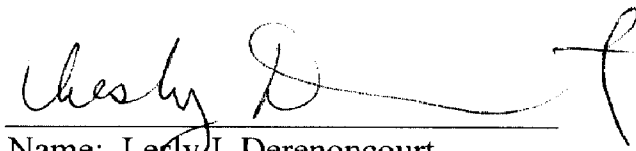
[signature page to follow]

IN WITNESS WHEREOF, the parties hereto cause this Assignment to be executed by their duly authorized representatives as of the date first above written.

S.N.D. ELECTRONICS, INC.

By: 
Name: Christopher R. DeNisco
Title: Chief Executive Officer

CORNERSTONE ELECTRONICS LLC


By: 
Name: Lesly J. Derenoncourt
Title: Manager

CERTIFICATE OF MAILING BY EXPRESS MAIL

Label No.: EU 800 477 993 US

Date of Deposit: July 7, 2003

I hereby certify that the Recordation Form Cover Sheet, dated June 30, 2003, with respect to the conveyance of "CORNERSTONE TAPING" to Cornerstone Electronics LLC pursuant to an Assignment Agreement, filed on behalf of S.N.D. Electronics, Inc., is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 15 U.S.C. 1126(e) on the date indicated above and is addressed to Commissioner of Patent and Trademarks, BOX Assignments, Washington, D.C. 20231.



Marianna Sansotta

WHITMAN BREED ABBOTT & MORGAN LLC

100 FIELD POINT ROAD
P.O. Box 2250
GREENWICH, CONNECTICUT 06830
203-869-3800
TELECOPIER: 203-869-1951

WRITER'S E-MAIL ADDRESS:
msansotta@wbamct.com

WRITER'S DIRECT DIAL NUMBER:
(203) 862-2397

July 7, 2003

VIA OVERNIGHT MAIL

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

Re: Registration No. - 2,361,490

Dear Sir:

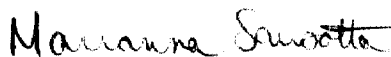
Enclosed please find the following for submission:

1. A Recordation Form Cover Sheet for S.N.D. Electronics, Inc. in connection with the conveyance of "CORNERSTONE TAPING" to Cornerstone Electronics LLC pursuant to an Assignment Agreement;
2. an original, fully executed copy of the Assignment Agreement;
3. a check in the amount of \$40.00 to cover the filing fee;
4. a Certificate of Mailing; and
5. a self-addressed, stamped post-card filing receipt.

Please forward a Notice of Recordation of Assignment at your earliest convenience.

Thank you for your cooperation.

Sincerely,



Marianna Sansotta
Legal Assistant

Enclosure
cc: Maura H. Swan, Esq.

41485

RECORDED: 07/07/2003

TRADEMARK
REEL: 002773 FRAME: 0419