

RECORDED  
07-30-2003

7-28-03  
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checked original documents or copy thereof.

To the Honorable Commissioner of Patents

1. Name of conveying party(ies): 2003 JUL 28 AM 8:53

Bank of America, N.A.

FINANCE SECTION

- Individual(s)
- General Partnership
- Corporation-State
- Other national banking association

- 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: June 26, 2003

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

Name: Vibratech TVD, LLC

Internal Address: \_\_\_\_\_

Street Address: 180 Zoar Road

City: Springville State: NY ZIP: 14141

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

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,449,297

~~2,184,898~~

2,567,305

2,567,306

Additional numbers attached?  Yes  No

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

Name: ANNABELLE V. IREY

Internal Address: Phillips, Lytle, Hitchcock,

Blaine & Huber LLP

Street Address: 3400 HSBC Center

City: Buffalo State: NY ZIP: 14203

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

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

07/29/2003 ECOMPER 00000125 1449297

DO NOT USE THIS SPACE

01 FO:0521 40.00 DP  
02 FO:0522 75.00 DP

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.

Annabelle V. IreY  
Name of Person Signing

Annabelle V. IreY  
Signature

July 25, 2003  
Date

Total number of pages comprising cover sheet: 6

TRADEMARK

REEL: 002790 FRAME: 0420

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of June 26, 2003, by and between **BANK OF AMERICA, N.A.**, a national banking association having an address of 600 Peachtree Street, N.E., Atlanta, GA 30308, successor to NationsBank, N.A. ("Assignor"), and **VIBRATECH TVD, LLC**, a limited liability company organized under the laws of the State of New York, having an address of 180 Zoar Road, Springville, New York 14141 (hereinafter "Assignee").

WHEREAS, Assignor is the holder of certain instruments of indebtedness of Vibratech, Inc., a Delaware corporation ("Debtor"), to Assignor;

WHEREAS, pursuant to a certain Patent, Trademark and License Security Agreement executed as of June 8, 1998 ( the "Security Agreement") by and between Debtor and Assignor, Debtor granted to Assignor a security interest in and collaterally assigned to Assignor certain assets purported to be owned by Debtor, including, without limitation, the marks identified on Schedule A attached hereto (the "Marks"), any and all of the goodwill of Debtor's business connected with and symbolized by the Marks, and certain other related rights set forth below;

WHEREAS, Debtor has defaulted in its obligations to Assignor, and Assignor is entitled to exercise its rights under the Security Agreement pursuant to Article 9 of the New York Uniform Commercial Code with respect to the disposition of the Marks, any and all goodwill of Debtor's business connected with and symbolized by the Marks, and certain other related rights set forth below;

WHEREAS, Assignor and Assignee are parties to a certain Foreclosure Bill of Sale dated as of June 26, 2003 ("Foreclosure Bill of Sale"), which provides for, among other things, the foreclosure sale by Assignor of all of Debtor's right, title and interest in the Marks, any and all goodwill of Debtor's business connected with and symbolized by the Marks, and certain other rights related thereto to the extent such items constitute "Collateral" (as such term is defined in the Foreclosure Bill of Sale);

WHEREAS, as a successor to the portion of Debtor's business to which the Marks pertain, Assignee is desirous of acquiring the Marks, any and all goodwill of Debtor's business connected with and symbolized by the Marks, and certain other related rights of Debtor set forth below.

NOW, THEREFORE, in consideration of, and subject to, the mutual covenants and obligations contained in the Foreclosure Bill of Sale, one dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, and transfer to ASSIGNEE, its successors and assigns, all of Debtor's right, title, and interest, if any, in the United States of America and all foreign countries, in and to the Marks, all applications, registrations and common law rights therefor and

thereto, together with any and all of the goodwill of the business connected with and symbolized by the Marks, and all income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of any of the Marks, as part of the portion of the business to which the Marks pertains, as required by 15 U.S.C. Section 1060, to the extent such items constitute "Collateral" (as such term is defined in the Foreclosure Bill of Sale). Assignor hereby represents and agrees that it has full power and authority to enter into and perform this Assignment. Assignor hereby agrees that upon request, it will sign all reasonably required papers prepared by Assignee, and make all rightful oaths which Assignee, its successors or assigns may reasonably request to give effect to the Marks and the assignment herein granted; provided, however, that all costs incurred in connection therewith shall be borne by Assignee. This Assignment shall be effective as of the date hereof. **The assignment made hereunder is "AS IS, WHERE IS, WITH ALL FAULTS," and subject to all superior liens and encumbrances, if any. Except as expressly provided in the Foreclosure Bill of Sale, Assignee makes no warranties, express or implied, regarding any of the Marks, any goodwill of Debtor's business associated therewith or any other related rights of Debtor as to the Marks, including, but not limited to, warranties of title, merchantability or fitness for a particular purpose, all of which are hereby expressly disclaimed. There is no warranty relating to title, possession, quiet enjoyment or the like in this Assignment. Without limiting the generality of the foregoing disclaimers, Assignor does not warrant or make any representation or assurances concerning the existence, validity, quality or legality of any of the above-described assets, the absence of any conflicting claims or rights thereto, or the absence of any claims of infringement that have been or may be asserted by others with respect to such assets. The foregoing disclaimers are in addition to and not in lieu of the limitations and disclaimers made by Seller in the Foreclosure Bill of Sale.**

This Assignment is being executed and delivered pursuant to, and subject to, the Foreclosure Bill of Sale.

WHEREFORE, Assignor and Assignee have caused this Assignment to be duly executed below, on the date indicated, by their respective duly authorized officers.

ASSIGNOR: BANK OF AMERICA, N.A.,  
SUCCESSOR TO NATIONSBANK, N.A.

By: \_\_\_\_\_

Name: Robert J. Walker

Title: Senior Vice President

Date: June 26, 2003

State of Georgia )  
 ) SS  
County of Fulton )

On this 26th day of June, 2003, before me, a Notary Public in and for the City of Atlanta in the State of Georgia, personally appeared Robert J. Walker, to me known to be a Senior Vice President of BANK OF AMERICA, N.A., and being duly sworn, averred that, being duly authorized, he executed the foregoing Assignment as the free act and deed of said national banking association.

E. J. Blaw

Notary Public

My commission expires: 5/5/04

ASSIGNEE: VIBRATECH TVD, LLC  
By Horschel Brothers Precision LLC, its  
sole member

Date: June 26, 2003

By: \_\_\_\_\_  
Name: Louis A. Horschel  
Title: Member and Manager

State of New York )  
 ) SS  
County of Erie )

On this 26th day of June, 2003, before me, a Notary Public in and for the City of Springville in the State of New York, personally appeared Louis A. Horschel, to me known to be a Member and the Manager of Horschel Brothers Precision LLC, the sole member of VIBRATECH TVD, LLC, and being duly sworn, averred that, being duly authorized, he executed the foregoing Assignment as the free act and deed of said limited liability company.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

State of Georgia )  
 ) SS  
County of Fulton )

On this 26th day of June, 2003, before me, a Notary Public in and for the City of Atlanta in the State of Georgia, personally appeared Robert J. Walker, to me known to be a Senior Vice President of BANK OF AMERICA, N.A., and being duly sworn, averred that, being duly authorized, he executed the foregoing Assignment as the free act and deed of said national banking association.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

ASSIGNEE: VIBRATECH TVD, LLC  
By Horschel Brothers Precision LLC, its  
sole member

Date: June 26, 2003

By: *Louis Horschel*  
Name: Louis A. Horschel  
Title: Member and Manager

State of New York )  
 ) SS  
County of Erie )

On this 26th day of June, 2003, before me, a Notary Public in and for the City of Springville in the State of New York, personally appeared Louis A. Horschel, to me known to be a Member and the Manager of Horschel Brothers Precision LLC, the sole member of VIBRATECH TVD, LLC, and being duly sworn, averred that, being duly authorized, he executed the foregoing Assignment as the free act and deed of said limited liability company.

*Joseph M. Marris*  
Notary Public

My commission expires: 3/14/07

JOSEPH M. MARRIS  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires 3/14/2007

**SCHEDULE A**

**Mark: Fluidampr**

<u>Registration Number</u>	<u>Country</u>	<u>Registration Date</u>
215721	New Zealand	1/21/92
2,567,305	U.S.	5/7/02

**Mark: Fluidampr (words and design)**

<u>Registration No.</u>	<u>Country</u>	<u>Registration Date</u>
1,449,297	U.S.	7/28/87
2,567,306	U.S.	5/7/02
_____	Canada	_____

**Mark: Streetdampr and Design**

<u>Registration No.</u>	<u>Country</u>	<u>Registration Date</u>
2184898	U.S.	8/25/98