

12-15-2003

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Docket No.:

711-0



Tab settings

To the Director of the United States Pat

102622503

attached original documents or copy thereof.

1. Name of conveying party(ies): Frisby Technologies, Inc.
 12-9-03
 FINANCE SECTION
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State North Carolina
 Other _____
 Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):
 Name: Carl Freudenberg KG
 Internal Address: _____
 Street Address: Hoehnerweg 2-4, D-69469
 City: Weinheim, Germany State: _____ ZIP: _____
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____
 If assignee is not domiciled in the United States, a domestic designation is attached: Yes N
 (Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
 Execution Date: November 17, 2003

4. Application number(s) or registration numbers(s):
 A. Trademark Application No.(s)
76/093,490 76/122,865 75/122,866
 Additional numbers _____
 Yes No

B. Trademark Registration No.(s)
2,090,756
 Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Gerald T. Bodner, Esq.
 Internal Address: Bodner & O'Rourke, LLP

 Street Address: 425 Broadhollow Road, Suite 108

 City: Melville State: NY ZIP: 11747

6. Total number of applications and registrations involved:..... **4**
 7. Total fee (37 CFR 3.41):.....\$ \$160.00
 Enclosed
 Authorized to be charged to deposit account
 8. Deposit account number:
502335

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 true and correct copy of the original document.
Gerald T. Bodner Gerald T. Bodner
 Name of Person Signing Signature
 Total number of pages including cover sheet, attachments, and **8** Date December 9 2003

Mail documents to be recorded with required cover sheet information to:
 Mail Stop Recording Services
 Director of the United States Patent and Trademark Office
 P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
 REEL: 002879 FRAME: 0374

76/093490
 502335
 12/12/2003 LINDSEY 000006 502335
 01 FT: 0281
 02 FT: 0382

CONFIRMATORY ASSIGNMENT

NUNC PRO TUNC

WHEREAS, CARL FREUDENBERG KG, a limited partnership duly organized and existing under the laws of Germany (“**ASSIGNEE**”) is the purchaser of certain business assets of **FRISBY TECHNOLOGIES, INC.**, a corporation duly organized and existing under the laws of Delaware (“**ASSIGNOR**”);

WHEREAS, said certain business assets of **ASSIGNOR** purchased by **ASSIGNEE** includes, but is not limited to, certain trademarks and applications and registrations therefor, filed in the United States and in foreign countries, and the goodwill of the business symbolized by said trademarks, applications and registrations;

In consideration of the aforementioned purchase of said certain business assets of the **ASSIGNOR** by the **ASSIGNEE** on June 19, 2003, which is hereby acknowledged, and for other good and valuable consideration, the receipt of which is hereby acknowledged, **ASSIGNOR** hereby confirms the aforementioned sale, assignment and transfer to **ASSIGNEE** and **ASSIGNEE’S** successors, assigns and legal representatives, of all right, title and interest, in the United States of America and throughout the world, in and to said trademarks, applications and registrations therefor, with the goodwill of the business symbolized by said trademarks, applications and registrations, as set forth below:

U.S. Trademarks

Trademark	Serial Number	Filing Date	Registration No.	Grant Date
COMFORTEMP	75/085,831	04/09/1996	2,090,756	08/26/1997
COMFORTEMP	76/093,490	07/12/2000		
C° (degree symbol)	76/122,865	09/06/2000		
° (degree symbol)	76/122,866	09/06/2000		

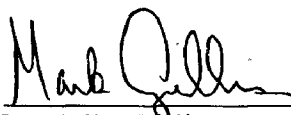
ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Confirmatory Assignment.

ASSIGNOR further covenants that **ASSIGNEE** will, upon its request, be provided promptly with all pertinent facts and documents relating to said trademarks, applications and registrations therefor, and will testify as to the same in any opposition proceeding, cancellation proceeding, litigation or other proceeding relating thereto, and will promptly execute and deliver to **ASSIGNEE** or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said trademarks, registrations and applications therefor which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, I/We have caused this Confirmatory Assignment to be executed and effective *Nunc Pro Tunc*.

Signed at Advance, North Carolina, U.S.A., this 17th day of November, 2003.

FRISBY TECHNOLOGIES, INC.

By: 
Name: Mark D. Gillis
Title: Chief Restructuring Officer