

FORM PTO-1594
(Rev. 6-93)

F



SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB. No. 0651-0011 (exp. 4/94)

102654441

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

1. Name of conveying party(ies):

SMR Technologies, Inc.

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

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

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

Name: BE Aerospace, Inc.
1400 Corporate Center Way
Wellington, Florida 33414

1-22-04

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

3. Nature of conveyance:

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

Execution Date: January 15, 2004

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

SEE ATTACHED SCHEDULE A

2257058

Additional numbers attached? Yes No

OPR/FINANCE
JAN 22 AM 8:16

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

Name: Edward G. Greive
Renner, Kenner, Greive, Bobak, Taylor & Weber

Street Address: Fourth Floor, First National Tower

City: Akron State: OH ZIP: 44308-1456

6. Total Number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41): \$ 90.00

Enclosed

Authorized to be charged to deposit account (any fee deficiency)

8. Deposit Account Number:

18-0987

(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.

Edward G. Greive
Name of Person Signing

Edward G. Greive
Signature

1/20/04
Date

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

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

Mail Stop ASSIGNMENT RECORDATION SERVICES
Director of the U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

01/23/2004 LMJELLER 00000237 2257058

01 FC:0521
02 FC:0522

40.00 DP

SCHEDULE A

U.S. REG. NO.	REG. DATE	MARK
2,257,058	06/29/1999	SMR
2,262,825	07/20/1999	SMR TECHNOLOGIES and Design
2,551,227	03/19/2002	ICE SHIELD

Docket No. SMR.C.US0004

TRADEMARK
REEL: 002901 FRAME: 0704

ASSIGNMENT

THIS ASSIGNMENT of United States Trademark Registrations is made by and between **SMR Technologies, Inc.**, a corporation organized and existing under the laws of the State of Ohio, United States of America, with an office and principal place of business at 6835 Ridge Road, Sharon Center, Ohio 44274, hereinafter designated as Assignor, and **BE Aerospace, Inc.**, a corporation organized and existing under the laws of the State of Delaware, United States of America, with an office and principal place of business at 1400 Corporate Center Way, Wellington, Florida 33414, hereinafter designated as Assignee.

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title, and interest in and to the U.S. Trademark Registrations listed in the Schedule A attached hereto (hereinafter designated as the "Trademark Rights"); and

WHEREAS, Assignee desires to obtain the entire right, title and interest, both legal and equitable, in and to the said Trademark Rights.

NOW, THEREFORE, To All Whom It May Concern, be it known that in consideration of the sum of Ten Dollars (\$10.00), paid by Assignee to Assignor, and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the said Assignor has sold, and by these presents does hereby sell, assign, transfer and convey unto the said Assignee, the entire right, title and interest in and to said Trademark Rights together with the good will of the business connected with the use of and symbolized by said Trademark Rights, as well as all rights of action against third parties for past infringement thereof.

Docket No. SMR.C.US0004

TRADEMARK
REEL: 002901 FRAME: 0705

Assignor further covenants and agrees that, at the time of the execution and delivery of these presents, it possesses full title to the said Trademark Registration, and that it has the right and authority to make this assignment.

IN WITNESS WHEREOF, Assignor has caused this assignment to be executed this 15th day of January, 2004, *nunc pro tunc* the 9th day of October 2001.

SMR Technologies, Inc.

By: Thomas P. McCaffrey
Thomas P. McCaffrey
Vice President

STATE OF Florida)
COUNTY OF Palm Beach)ss

On this 15th day of January, 2004, before me, a Notary Public for the county and state aforesaid, personally appeared Thomas P. McCaffrey to me known, who being by me duly sworn, did depose and say that: he is the Vice President of Assignor, the corporation described in the foregoing instrument, who acknowledged that he did sign the foregoing instrument as the free act and deed of himself personally and as the act of said corporation in his capacity as the Vice President of said corporation by authority of its Board of Directors.

Eileen Caplan
Notary Public

