

3/29/04

RECC



HEET

To the Honorable Commissioner of Patents ..... 102717577

... original documents or copy thereof.

**1. Name of conveying party(ies):**  
ELASTOGRAN GMBH

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

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

**2. Name and address of receiving party(ies):**  
Name: KRAUSS-MAFFEI  
KUNSTSTOFFTECHNIK GMBH

Street Address: Krauss-Maffei-Str. 2  
80997 München  
Germany

( ) Individual(s) citizenship:  
( ) Association:  
( ) General Partnership:  
( ) Limited Partnership:  
(X) Corporation-State:  
( ) Other: MAR 29 2004

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:**

(X) Assignment                      ( ) Merger  
( ) Security Agreement              ( ) Change of Name  
( ) Other

Execution Date: January 26, 2004

**4. Application number(s) or Reg. number(s):**

A. Trademark Application No.(s)

Additional numbers attached? ( ) Yes ( ) No

B. Trademark Registration No.(s)

1,578,624

Additional numbers attached? ( ) Yes ( ) No

**5. Name and address of party to whom correspondence concerning document should be mailed:**  
URSULA B. DAY  
350 Fifth Avenue  
Suite 3220  
New York, N.Y. 10118

**6. Total number of applications and registrations involved: 1**

**7. Total fee (37 CFR 3.41) ....\$40.00** ( ) Enclosed (X) Authorized to be charged to deposit account.

**8. Deposit Account No.:** 06-0502  
(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.

04/07/2004 6T0M11 00000109 060502 1578624

01 FC: 0521 40.00 DA  
URSULA B. DAY                      *Ursula Fleury*                      March 26, 2004  
Name of Person signing                      Signature                      Date

Total number of documents including cover sheet, attachments, and document: ( )

## CONFIRMATORY ASSIGNMENT

This confirms that an assignment made on or about January 10, 2002, between ELASTOGRAN GMBH, a corporation organized and existing under the laws of Germany and having offices and doing business at, Landwehrweg, D-49448 Lemförde, Germany (hereinafter: "Assignor") and owner of the trademark PUROMAT ("the Mark") and the respective US Trademark registration therefor, currently registered and in force in the United States Patent and Trademark Office under Registration No. 1,578,624; and KRAUSS-MAFFEI KUNSTSTOFFTECHNIK GMBH, a corporation organized and operating under the laws of Germany and having offices and doing business at Krauss-Maffei-Str. 2, D-80997 München, Germany (hereinafter: "Assignee"),

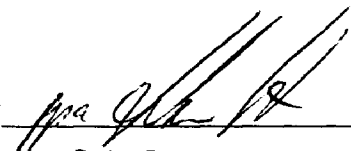

WHEREAS, under the terms of an asset purchase agreement between Assignor and Assignee for which valuable consideration was granted each to the other, Assignor transferred to Assignee the Mark and the respective US trademark registration thereof;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said Assignor did sign unto said Assignee all right, title and interest in and to the said Mark and the said US trademark registration therefor together with the goodwill of the business symbolized by the Mark and the above-identified registration thereof together with all claims for damages by reason of past infringement of said Mark with the right to sue for, and collect the

same for its own use and behalf, and for the use and behalf of its successors, assigns or legal representatives.

Assignor hereby covenants with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Dated: 26 January 2004

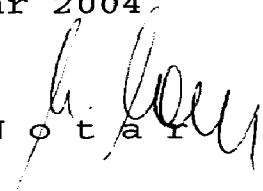
By		
[title]	J. Schulte (General Manager Finance and Accounting)	I. Strauer (Account Manager Taxes)

Nr. 26 der Urkundenrolle für 2004

Ich beglaubige die vorstehenden, vor mir vollzogenen  
Unterschriften

- des Herrn Jürgen Schulte, von Person bekannt,  
- der Frau Inge Strauer, von Person bekannt,  
beide geschäftsansässig Landwehrweg, 49448 Lemförde.  
Die Erschienenen verneinten eine Vorbefassung gem. § 3  
Abs. 1 Nr. 7 BeurkG.

Lemförde, den 26. Januar 2004.

  
Notar

Kostenrechnung

Wert: 3.000,00 EUR

Beglaubigungsgebühr §§ 141,32,45I	KostO	10,00 EUR
Dokumentenpauschale §§ 136,152	KostO	3,00 EUR
Portokosten §§ 137,152	KostO	1,00 EUR
16 % MWSt.		<u>2,24 EUR</u>
		<u>16,24 EUR</u>

  
Notar