

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Patco Corporation		08/28/2001	CORPORATION: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	Tyco Adhesives LP		
Street Address:	25 Forge Parkway		
City:	Franklin		
State/Country:	MASSACHUSETTS		
Postal Code:	02038		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1510934	PATCO CORPORATION	
CORRESPONDENCE DATA			
Fax Number:	(609)720-5432		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	609-720-5466		
Email:	bjackson@tpa.tyco.com		
Correspondent Name:	Daniel N. Daisak, Esq.		
Address Line 1:	7 Roszel Road		
Address Line 2:	1st Floor, Legal		
Address Line 4:	Princeton, NEW JERSEY 08540		
NAME OF SUBMITTER:	Daniel N. Daisak, Esq.		
Signature:	/dnd39160/		
Date:	05/24/2005		

CH \$40.00 1510934

Total Attachments: 18

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of the 29th day of August, 2001, by and among PATCO Corp., a Rhode Island corporation ("Seller"), Tyco Adhesives LP, a Delaware limited partnership ("Purchaser"), and Xenolith, Inc., a Rhode Island corporation ("Xenolith").

WITNESSETH; That

WHEREAS, Seller is engaged in the design, manufacture and marketing of adhesive products (the "Business");

WHEREAS, Seller wishes to sell and transfer to Purchaser substantially all of the assets, properties and business of the Business, pursuant to and in accordance with the terms and conditions of this Agreement;

WHEREAS, Xenolith has agreed to transfer to Purchaser certain real property located at 51 Ballou Boulevard, Bristol, Rhode Island ("Seller's Plant"); and

WHEREAS, Purchaser wishes to acquire the assets, properties and business of the Business, and to assume only certain liabilities of Seller relating to the Business, and to acquire the Seller's Plant, pursuant to and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the parties hereto hereby agree as follows:

ARTICLE 1. SALE AND PURCHASE OF ASSETS.

1.1 Purchased Assets.

Subject to the terms, conditions and exclusions set forth in this Agreement, Seller will sell to Purchaser, and Purchaser will purchase, acquire and accept from Seller, all of the assets, properties, rights and business of the Business of every type and description, real, personal and mixed, tangible and intangible, wherever located and whether or not reflected on the books and records of Seller (collectively, the "Purchased Assets"), as the same shall exist on the Closing Date, as defined in Section 9.1 hereof, including, without limitation, the following:

(a) all United States and foreign patents, patent applications, licenses, trademarks (whether registered or unregistered), service marks, trade names, brand names, logos, copyrights and any applications therefor, and any other proprietary rights, including, without limitation, know-how, inventions, discoveries and improvements, shop rights, processes, methods and formulae, trade secrets,

product drawings, specifications, designs and other technical information owned by or licensed to Seller relating to the Business and all of the goodwill associated with the foregoing (collectively, the "Intellectual Property Rights"), certain of which are set forth in Schedule 1.1(a) attached hereto and made a part hereof;

(b) all inventories of Seller relating to the Business, including, without limitation, finished goods, work-in process, raw materials, supplies and other materials (collectively, the "Inventory"), as such Inventory (determined in accordance with Section 2.4 hereof) exists on the Closing Date;

(c) except as otherwise provided in Section 6.4 hereof, all business records, books, models, tracings, price sheets, films, slides, art work and printing plates, tool drawings, plans, designs, blueprints, computer software (object code, and, to the extent transferable, source code) data and the like in the possession of or used by Seller relating to the Business, including, without limitation, customer files, correspondence with customers and account histories, sales literature and promotional or other material pertaining to products designed, manufactured or sold by or for the Business, material relating to the purchase of materials, supplies and services, research and commercial data, records relating to the employees of the Business, consultants and contractors, credit information, catalogs, brochures and training and other manuals (collectively, the "Books and Records");

(d) all of Seller's rights and interests under all contracts and commitments entered into, accepted, made or submitted by the Business for the sale of goods including, without limitation, those contracts and commitments specified in Schedule 1.1(d) attached hereto and made a part hereof, and the rights and interests of Seller under any other contracts and commitments for the sale of goods entered into by Seller for the benefit of the Business in the ordinary course of business between the date of this Agreement and the Closing Date (collectively, the "Sales Orders");

(e) all equipment, machinery, furniture, fixtures, vehicles, spare parts, dies, molds, tools, tooling and other items of tangible personal property owned by Seller for the benefit of the Business, including, without limitation, such items as are specified in Schedule 1.1(e) attached hereto and made a part hereof (collectively, the "Equipment");

(f) all of Seller's rights and interests under all unfilled purchase orders entered into by Seller for the purchase of goods or services for the benefit of the Business (collectively, the "Unfilled Purchase Orders"), which Unfilled Purchase Orders shall be set forth in Schedule A to be prepared by Purchaser and furnished to Seller within 10 days after the Closing Date and to be made a part hereof

IN WITNESS WHEREOF, Seller and Purchaser have duly executed and delivered this Agreement as of the day and year first above written.

PATCO CORP.

By: 

Its: President

TYCO ADHESIVES LP

By: 

Its: Secretary

XENOLITH, INC.

By: 

Its: President

MCMAHON & MCMAHON

ATTORNEYS AT LAW

FLEET BANK BUILDING

PROVIDENCE, R.I. 02903

RAYMOND J. MCMAHON (1948-1966)
RAYMOND J. MCMAHON, JR.

(401) 331-2341

March 30, 1987

William B. Wilbur, President
Patco Corp.
211 Weeden Street
Pawtucket, Rhode Island 02862

Re: Patco trademark

Dear Bill:

The examiner requires another drawing of the most recent mark subject to the same rules (india ink, etc.) identical to the one previously submitted. He is insisting that an earlier date be used in the claim and we will place that earlier date, to wit: 6/4/84. While this may seem an exercise in repetition, it seems to be a bureaucratic requirement with which we must comply.

We have the estate tax return in preparation and should there be any miscellaneous bills which were paid as a result of your mother's care, we will add them to the deductible expenditures.

Regards,

Ray

Raymond J. McMahon

RJM/mm

Mark: PATCO CORPORATION AND DESIGN

Class No.: International Class 17

Serial No.: 73/581356

To the Commissioner of Patents and Trademarks:

PATCO CORP. (Rhode Island)

211 Weeden Street

Pawtucket, Rhode Island 02862

DISCLAIMER

The above-named applicant disclaims the descriptive term
"CORPORATION", apart from the mark, as shown.

PATCO CORP.

By: 

President

Subscribed and sworn to before me at Providence, Rhode
Island, this _____ day of _____, 1986.

Notary Public

Mark: PATCO CORPORATION AND DESIGN

Class No.: International Class 17

Serial No.: 73/581356

To the Commissioner of Patents and Trademarks:

PATCO CORP. (Rhode Island)

211 Weeden Street

Pawtucket, Rhode Island 02862

AMENDMENT

In the first paragraph of the application the words "pressure sensitive tapes" are stricken and the following words are inserted in place thereof: "pressure sensitive tapes for industrial, rather than medical or stationary use in International class 17".

PATCO CORP.

By: 

President

Subscribed and sworn to before me at Providence, Rhode Island, this _____ day of _____, 1986.

Notary Public

RAYMOND J. MCMAHON (1948-1986)
RAYMOND J. MCMAHON, JR.

MCMAHON & MCMAHON
ATTORNEYS AT LAW
15 WESTMINSTER STREET, Suite 809
PROVIDENCE, R.I. 02903
FAX: (401) 331-2341
(401) 331-2342

February 1, 2000

William B. Wilbur, President
Patco Corp.
P. O. Box 1200
Bristol, R. I. 02809

Re: Patco Trademark

Dear Bill:

This refund check from the Patent Office was returned with the note that the Affidavit of Continued Use had been filed and accepted and no additional fee was required.

The next Affidavit will be filed after May 1, 2008 and the fee will be \$400.00.

Regards,

Ray
Raymond J. McMahon

RJM/mm
Enclosure

McMAHON & McMAHON

ATTORNEYS AT LAW

15 WESTMINSTER STREET, Room 809
PROVIDENCE, R.I. 02903

RAYMOND J. McMAHON (1948-1966)
RAYMOND J. McMAHON, JR.

(401) 331-2341, 2342

November 1, 1993

William B. Wilbur, President
Patco Corp.
P. O. Box 1200
Bristol, R. I. 02809

Re: Patco Trademark

Dear Bill:

Please execute and return the trademark affidavit of use for the renewal of the mark "PATCO", together with a check in the amount of \$200.00, payable to the Commissioner of Patents.

Also, please send me a flat specimen of the tape core showing the trademark and I will file it with the affidavit.

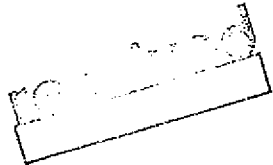
Regards,

Ray

Raymond J. McMahon

RJM/mm

Enclosure



APPROVED

oh p
11/23/13
G-L A
745

*Return
need copies
for my
records -
I will supply
core sample*

Mark: PATCO
Reg. No. 1,510,934
Class 16 (U.S. Cl. 37)

STATE OF RHODE ISLAND)
County of Providence) ss.

AFFIDAVIT OF USE

William B. Wilbur states that Patco Corp. owns the above identified registration issued November 1, 1988, as shown by records in the Patent and Trademark Office; that the mark shown therein has been in continuous use in interstate commerce for five (5) consecutive years from November 2, 1988 to the present, on each of the following goods stated in the registration: pressure sensitive adhesive tapes; that such mark is still in use in interstate commerce; that there has been no final decision adverse to registrant's claim of ownership of such mark for such goods or services, or to registrant's right to register the same or to keep the same on the register, and that there is no proceeding involving said rights pending and not disposed of either in the Patent and Trademark Office or in the courts.

The undersigned hereby appoints Raymond J. McMahon, of Providence, State of Rhode Island, a member of the Rhode Island Bar, its attorney (or agent) to file this affidavit, with full power of substitution and revocation, and to transact all business in the Patent Office in connection therewith.

PATCO CORP.

By: 

President

STATE OF RHODE ISLAND
County of Providence

Before me personally appeared William B. Wilbur, to me known to be the person described in the foregoing affidavit, who signed the said affidavit in my presence, and made oath before me to the allegations set forth therein on the _____ day of November, 1993.

My Commission Expires _____

Notary Public

Raymond J. McMahon, Esquire
15 Westminster Street, Suite 809
Providence, R. I. 02903

William B. Wilbur, President
Patco Corp.
P. O. Box 1200
Bristol, R. I. 02809

Application for
Trademark Renewal.
8/30/99.

McMAHON & McMAHON

ATTORNEYS AT LAW

15 WESTMINSTER STREET , Suite 809
PROVIDENCE, R.I. 02903

FAX: (401) 331-2341
(401) 331-2342

RAYMOND J. McMAHON (1948-1966)
RAYMOND J. McMAHON, JR.

August 23, 1999

William B. Wilbur, President
Patco Corp.
P. O. Box 1200
Bristol, R. I. 02809

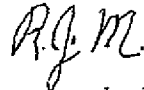
Re: Patco Trademark

Dear Bill:

Please execute and return the trademark affidavit of use for the renewal of the mark "PATCO", together with a check in the amount of \$200.00, payable to the Commissioner of Patents.

Also, please send me a flat specimen of the tape core showing the trademark and I will file it with the affidavit.

Regards,



Raymond J. McMahon

RJM/mm

Enclosure

Mark: PATCO
Reg. No. 1,510,934
Class 16 (U.S. Cl. 37)

STATE OF RHODE ISLAND)
County of Providence) ss.

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The undersigned hereby appoints Raymond J. McMahon, of Providence, State of Rhode Island, a member of the Rhode Island Bar, its attorney (or agent) to file this affidavit, with full power of substitution and revocation, and to transact all business in the Patent Office in connection therewith.

PATCO CORP.

By: 

President

STATE OF RHODE ISLAND
County of Providence

Before me personally appeared William B. Wilbur, to me known to be the person described in the foregoing affidavit, who signed the said affidavit in my presence, and made oath before me to the allegations set forth therein on the _____ day of _____, 1999.

My Commission Expires
June 19, 2001

Notary Public



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
OFFICE OF ASSISTANT COMMISSIONER FOR TRADEMARKS
2900 Crystal Drive
Arlington, Virginia 22202-3513

Date: December 17, 1999

Raymond J McMahon
McMahon & McMahon
15 Westminster Street Suite 309
Providence RI 02903

In re: Registration No. 1510934 for the mark PATCO CORPORATION AND DESIGN

Receipt is acknowledged of the Affidavit submitted under the provisions of Section 8 & 15 of the Trademark Act.

An affidavit filed under the provision of Section 8 & 15 has previously been accepted by this Office. This affidavit is, therefore, not required. The fee submitted will be scheduled for refund by the Finance Branch.

The above-identified registration will be due for renewal on or before November 1, 2008 or it may be filed six months prior to expiration of the twenty-year period which begins May 1, 2008. ✓

Patricia A Everett

Patricia A Everett
Affidavit/Renewal Examiner
Post Registration Division
Office of Trademark Services
(703) 308-9500 Ext 132
FAX (703) 308-7178

****NOTICE****

UPCOMING CHANGES CONCERNING THE FILING
OF POST REGISTRATION DOCUMENTS

THE TRADEMARK LAW TREATY IMPLEMENTATION ACT
Effective October 30, 1999

• **What is the Trademark Law Treaty Implementation Act?**

The Trademark Law Treaty Implementation Act (TLTIA) is an amendment to the Trademark Act. It becomes effective on October 30, 1999.

• **Will there be any significant changes to the post registration process under TLTIA?**

Yes. Under TLTIA, registrants must file both a Section 8 affidavit and a Section 9 renewal application every 10th year. Additional changes will include: 1) a 6-month grace period for filing Section 8 affidavits and Section 9 renewal applications; and 2) a 6-month deficiency period, for a fee, to correct most deficiencies in timely filed Section 8 affidavits and Section 9 renewal applications.

• **Does TLTIA apply to me?**

Possibly yes. If your Section 8 affidavit is due on or after October 30, 1999, or if your registration expires on or after October 30, 1999, then TLTIA applies to you.

If TLTIA applies to you, and if the time period for filing a Section 8 affidavit or a Section 9 renewal application begins prior to October 30, 1999, please note the following:

Before October 30, 1999 – You may use current forms and submit the current filing fee(s). The current law will apply.

On or after October 30, 1999 – There will be new forms available for filing Section 8 affidavits and Section 9 renewal applications that comply with TLTIA requirements, and new fees will apply.

• **Will I still be required to file a Section 8 Affidavit of Continued Use between the 5th and 6th year after registration?**

Yes. Under TLTIA, registrants must file Section 8 affidavits within 1 year prior to the filing due date, or within a 6-month grace period upon payment of a grace period fee. In addition, registrants will have a 6-month deficiency period, for a fee, to correct almost any deficiency in a Section 8 affidavit that has been timely filed by the owner.

• **Will I still be required to file a Section 9 Renewal Application every 10th year after registration?**

Yes. You must submit a written request for renewal and a renewal fee every 10th year.

In addition, you must file a Section 8 affidavit providing information concerning use of your mark every 10th year.

For your convenience, the Office is creating a new form entitled *Combined Affidavit of Use in Commerce & Application for Renewal of Registration of a Mark Under Sections 8 & 9* ("combined form").

• **Is there a particular time period for filing the new combined form?**

Yes. Registrants may file the combined form within 1 year prior to the registration expiration date, or within a 6-month grace period upon payment of a grace period fee. Registrants will have a 6-month deficiency period, for a fee, to correct almost any deficiency in a form that has been timely filed.

• **Does TLTIA affect my registration term?**

No. Federal trademark registrations issued or renewed on or after November 16, 1989, will remain in force for 10 years, and may be renewed for 10-year periods. Trademark registrations issued or renewed prior to November 16, 1989, will remain in force for 20 years, and may be renewed for 10-year periods.

• **Will there be any changes in fees?**

Yes. Filing fee amounts are subject to change once TLTIA becomes effective. There will be fees for filing affidavits and renewal applications during the grace period, and for correcting deficiencies during a deficiency period.

For more information on TLTIA, contact a staff attorney in the Office of the Assistant Commissioner for Trademarks at (703) 308-8900.

Filing Fee Due: Enter the total of \$200.00 multiplied by the number of classes; e.g., \$200.00 x 3 = \$600.00.
Grace Period Fee: If filed during six-month grace period, a late fee of \$100.00 per class must be submitted.
Number of Classes: See above.
Grace Period Fee Due: Enter total of \$100.00 multiplied by number of classes; e.g., \$100.00 x 3 = \$300.00.
Total Fee Paid: Enter the total of the Filing Fee Due plus the Grace Period Fee Due; e.g., \$600.00 + \$300.00 = \$900.00. This amount must either be enclosed (in the form of a check or money order in U.S. currency, made payable to "Commissioner of Patents and Trademarks"), or charged to an already-existing USPTO deposit account.
Note: If the filing is deficient, additional fees may be required.

SPECIMEN AND SIGNATURE INFORMATION

Specimen(s): Attach a specimen showing current use of the registered mark in commerce for at least one product or service in each class that the § 8 Declaration covers; e.g., tags or labels for goods, and advertisements for services. Please print the registration number directly on the specimen (or on a label attached thereto). Specimens must be flat and no larger than 8½ inches (21.6 cm.) wide by 11.69 inches (29.7 cm.) long.
Signature: The appropriate person must sign the form. A person who is properly authorized to sign on behalf of the owner is: (1) a person with legal authority to bind the owner; or (2) a person with firsthand knowledge of the facts and actual or implied authority to act on behalf of the owner; or (3) an attorney who has an actual or implied written or verbal power of attorney from the owner.
Date Signed: Enter the date the form is signed.
Name: Enter the name of the person signing the form.
Title: Enter the signatory's title, if applicable, e.g., Vice-President, General Partner, etc.

CONTACT INFORMATION

Although this may be the same as provided elsewhere in the document, please enter the following required information for where the USPTO should mail correspondence. (Please note that correspondence will only be mailed to an address in the U.S. or Canada).
Name: Enter the full name of the contact person.
Company/Firm Name: Enter the name of the contact person's company or firm.
Street: Enter the street address or rural delivery route where the contact person is located.
City: Enter the city and/or foreign area designation where the contact person's address is located.
State: Enter the U.S. state or Canadian province in which the contact person's address is located.
Country: Enter the country of the contact person's address.
Zip Code: Enter the U.S. Zip code or Canadian postal code.
Telephone Number: Enter the appropriate telephone number.
Fax Number: Enter the appropriate fax number, if available.
e-mail Address: Enter the appropriate e-mail address, if available.

CERTIFICATE OF MAILING

Although optional, use is recommended to avoid lateness due to mail delay. Papers are considered timely filed if deposited with the U.S. Postal Service with sufficient postage as first class mail on or before the due date and accompanied by a signed Certificate of Mailing attesting to timely deposit. The USPTO will look to the date shown on the Certificate of Mailing, rather than the date of actual receipt, to determine timeliness.
Date of Deposit: Enter the date of deposit with the United States Postal Service as first class mail.
Signature: The person signing the certificate should have a reasonable basis to expect that the correspondence will be mailed on or before the indicated date.
Name: Enter the name of the person signing the Certificate of Mailing.

**-COMBINED DECLARATION OF USE IN COMMERCE/APPLICATION FOR
RENEWAL OF REGISTRATION OF MARK UNDER §§ 8 & 9 (15 U.S.C. §§ 1058 & 1059)**

NOTE: The following form complies with the provisions of the Trademark Law Treaty Implementation Act (TLTIA). Do NOT submit this form prior to October 30, 1999, the effective date of TLTIA.

WHEN TO FILE: You must file a Section 8 declaration, specimen, and fee on a date that falls on or between the ninth (9th) and tenth (10th) anniversaries of the registration, and each successive ten-year period thereafter (or, for an extra fee of \$100.00 per class, you may file within the six-month grace period). Also, you must file a renewal application within the same period (or, for an extra fee of \$100.00 per class, you may file within the six-month grace period following the registration expiration date). **FAILURE TO FILE THIS DOCUMENT WILL RESULT IN CANCELLATION/EXPIRATION OF THE REGISTRATION.** Note: Because the time for filing a ten-year Section 8 declaration coincides with the time for filing a Section 9 renewal application, you may use this combined §§ 8 & 9 form. For more information, please see *Basic Facts about Maintaining a Trademark Registration* (for a copy, call the Trademark Assistance Center, at 703-308-9000).

BASIC INSTRUCTIONS

The following form is written in a "scannable" format that will enable the U.S. Patent and Trademark Office (USPTO) to scan paper filings and capture application data automatically using optical character recognition (OCR) technology. Information is to be entered next to identifying data tags, such as <MARK>. OCR software can be programmed to identify these tags, capture the corresponding data, and transmit this data to the appropriate data fields in the Trademark databases, largely bypassing manual data entry processes.

Please enter the requested information in the blank space that appears to the right of each tagged (< >) element. However, do not enter any information immediately after the section headers (the bolded wording appearing in all capital letters). Some of the information requested *must* be provided. Other information is either required only in certain circumstances, or provided only at your discretion. **Please consult the "Help" section following the form for detailed explanations as to what information should be entered in each blank space.**

To increase the effectiveness of the USPTO scanners, it is recommended that you use a typewriter to complete the form.

MAILING INFORMATION

Send the completed form, appropriate fee (The filing fee for the Combined §§ 8 & 9 Declaration/Application is \$400.00, \$100.00 per class for the Section 8 Declaration and \$300.00 per class for the renewal application, made payable to "The Commissioner of Patent and Trademarks"); and any other required materials to:

Box Post Reg
Fee
Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

You may also wish to include a self-addressed stamped postcard with your submission, on which you identify the mark and registration number, and list each item being submitted (e.g., declaration, fee, specimen, etc.). We will return this postcard to confirm receipt of your submission.

<SPECIMEN AND SIGNATURE INFORMATION>

~Section 8: Declaration of Use in Commerce

The owner is using the mark in commerce on or in connection with the goods/services identified above, as evidenced by the attached specimen(s) showing the mark as currently used in commerce.

(You MUST ATTACH A SPECIMEN showing the mark as currently used in commerce for at least one product or service in each international class covered.)

The undersigned being hereby warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of this document, declares that he/she is properly authorized to execute this document on behalf of the Owner, and all statements made of his/her own knowledge are true and that all statements made on information and belief are believed to be true.

Section 9: Application for Renewal

The registrant requests that the registration be renewed for the goods and/or services identified above.~

~Signature~ _____

<Date Signed>

<Name>

<Title>

<CONTACT INFORMATION>

<Name>

<Company/Firm Name>

<Street>

<City>

<State>

<Country>

<Zip/Postal Code>

<Telephone Number>

<Fax Number>

<e-Mail Address>

<CERTIFICATE OF MAILING>~Recommended to avoid lateness due to mail delay.~

~I certify that the foregoing is being deposited with the United States Postal Service as first class mail, postage prepaid, in an envelope addressed to the Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, VA 22202-3513, on~

<Date of Deposit>

~Signature~ _____

<Name>

Effective January 10, 2000, the following trademark filing fees will increase:

37 C.F.R Section	Description of Paper Filed	Old Fee Amount	New Fee Amount (effective 1/10/2000)
2.6(a)(1)	Application for Registration, per class	\$245	\$325
2.6(a)(4)	Request for Extension of time for filing Statement of Use, per class	\$100	\$150
2.6(a)(5)	Application for Renewal, per class	\$300	\$400
2.6(a)(13)	Filing Section 15 Affidavit, per class	\$100	\$200
2.6(a)(16)	Petition for Cancellation, per class	\$200	\$300
2.6(a)(17)	Notice of Opposition, per class	\$200	\$300

See notices at 64 FR 67774 (Dec. 3, 1999) and 1229 TMOG 12 (Dec. 7, 1999).