

RF

9/26/05

09-28-2005



103090927

RECORDATION FORM COVER SHEET – TI

Please record the attached Corrective Assignment.

1. Name of conveying party:

M.H. Rhodes, Inc.

State/Entity: Connecticut corporation

2. Name and address of receiving party:

Capewell Components Company, LLC
105 Nutmeg Road South
South Windsor, CT 06074

State/Entity: Connecticut limited liability company

3. Nature of Conveyance: Corrective Assignment, to correct the following errors in the Trademark Assignment executed on November 30, 2000, and recorded at Reel/Frame 2457/0795 on February 19, 2002:

ITEM	CORRECTION REQUIRED
Assignee Name	Change "Capewell Components LLC" to "Capewell Components Company LLC"
U.S. Trademark Reg. No. 770,790	Delete from Schedule A
U.S. Trademark Reg. No. 782,813	Delete from Schedule A
U.S. Trademark Reg. No. 751,244	Delete from Schedule A
U.S. Trademark Reg. No. 545,089	Delete from Schedule A

4. Corrective Assignment to be recorded against U.S. Trademark Registration Nos.:

1,535,212
812,969
530,597
1,689,944
2,247,042.

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

Guy D. Yale, Esq.
Alix, Yale & Ristas, LLP
750 Main Street, 14th Floor
Hartford, CT 06103-2721

6. Total number of registrations involved: 5
7. Total number of pages: 5
8. Total fee enclosed: \$0.00. If this amount is incorrect, please charge or credit the difference to Deposit Account No. 16-2563.

To the best of my knowledge and belief, the foregoing information is true and correct and the attached copy is a true copy of the original document, subject to the corrections made and identified in the Corrective Assignment.

By: 

Guy D. Yale
Owners Attorney

Reg No 29125

Date: 9-22-2005

Attorney's Docket: RHODES/M600

485

RECORDATION FORM COVER SHEET - TRADEMARKS ONLY

Please record the attached Corrective Assignment.

04-12-2005

1. Name of conveying party:



M.H. Rhodes, Inc.

102978480

State/Entity: Connecticut corporation

2. Name and address of receiving party:

Capewell Components Company, LLC
105 Nutmeg Road South
South Windsor, CT 06074

State/Entity: Connecticut limited liability company

3. Nature of Conveyance: Assignment executed on November 30, 2000.

4. Corrective Assignment to be recorded against U.S. Trademark Registration Nos. 1,535,212, 812,969, 530,597, 1,689,944, and 2,247,042.

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

Guy D. Yale, Esq.
Alix, Yale & Ristas, LLP
750 Main Street, 14th Floor
Hartford, CT 06103-2721

RECEIVED
2005 APR -8 AM 8:32
OPR/FINANCE

6. Total number of registrations involved: 5

7. Total number of pages: 5

8. Total fee enclosed: \$140.00 If this amount is incorrect, please charge or credit the difference to Deposit Account No. 16-2563.

To the best of my knowledge and belief, the foregoing information is true and correct and the attached copy is a true copy of the original document, subject to the corrections made and identified in the Corrective Assignment.

04/11/2005 DBYRNE 00000037 1535212

01 FC:8521
02 FC:8522

(40.00 OP)
(100.00 OP)

By:
Guy D. Yale
Owner's Attorney

Date: Apr 6, 2005

Attorney's Docket: RHODES/M600

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT, effective the 30th day of November 2000, from M. H. RHODES,

INC., a corporation organized and existing under the laws of the State of Connecticut and

having its principal place of business at 99 Thompson Road, Avon, Connecticut 06001,

(hereinafter referred to as ASSIGNOR), to ~~CAPEWELL COMPONENTS LLC~~, a limited

liability company organized and existing under the laws of the State of Connecticut and having

its principal place of business at 105 Nutmeg Road South, South Windsor, Connecticut 06074,

(hereinafter referred to as ASSIGNEE),

WITNESSETH:

WHEREAS ASSIGNOR is the owner of all right, title and interest in and to the trademarks set forth on Schedule A attached hereto including the United States registrations thereof;

WHEREAS ASSIGNEE is desirous of acquiring the entire right, title and interest in and to said trademarks including said registrations, and ASSIGNOR is desirous of transferring its rights in said trademarks to ASSIGNEE;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR does hereby sell, assign and transfer unto ASSIGNEE all right, title and interest in and to the trademarks and registrations thereof set forth on Schedule A attached hereto, the right to recover for past infringement thereof, and all the good will of the business in connection with which said trademarks are used and which is appurtenant thereto, and which is symbolized by said trademarks.

Attest:

M. H. RHODES, INC.

John M. Kennedy

By John M. Morrash
JOHN M. MORRASH
Secretary

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF MONTGOMERY)

On the 1st day of December, 2000, before me personally appeared John M. Morrash, to me known, who being by me duly sworn, did depose and say that he is Secretary of M. H. Rhodes, Inc., the corporation named in and which executed the foregoing instrument; and that he signed his name thereto on behalf of the corporation pursuant to the authority of the Board of Directors of said corporation.

Notarial Seal
Jean M. Kennedy, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires Sept. 27, 2004
Member, Pennsylvania Association of Notaries

Jean M. Kennedy
Notary Public

SCHEDULE A

UNITED STATES REGISTERED TRADEMARKS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
MARKTIME	1,535,212	4/18/89
RHODES & DESIGN	812,969	8/16/66
SENTINEL & DESIGN	770,790	6/2/64
MAXIMUM SECURITY & DESIGN	782,813	1/15/65
CLOCK WATCHER & DESIGN	751,244	6/18/63
MARK-TIME & DESIGN	545,089	7/17/51
MARK-TIME & DESIGN	530,597	9/12/50
MARK-TIME	1,689,944	6/2/92
MARK TIME	2,247,042	5/25/99

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT, effective the 30th day of November 2000, from M. H. RHODES, INC., a corporation organized and existing under the laws of the State of Connecticut and having its principal place of business at 99 Thompson Road, Avon, Connecticut 06001, (hereinafter referred to as ASSIGNOR), to CAPEWELL COMPONENTS LLC, a limited liability company organized and existing under the laws of the State of Connecticut and having its principal place of business at 105 Nutmeg Road South, South Windsor, Connecticut 06074, (hereinafter referred to as ASSIGNEE),

WITNESSETH:

WHEREAS ASSIGNOR is the owner of all right, title and interest in and to the trademarks set forth on Schedule A attached hereto including the United States registrations thereof;

WHEREAS ASSIGNEE is desirous of acquiring the entire right, title and interest in and to said trademarks including said registrations, and ASSIGNOR is desirous of transferring its rights in said trademarks to ASSIGNEE;

TRADEMARK

REEL: 003228 FRAME: 0187

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR does hereby sell, assign and transfer unto ASSIGNEE all right, title and interest in and to the trademarks and registrations thereof set forth on Schedule A attached hereto, the right to recover for past infringement thereof, and all the good will of the business in connection with which said trademarks are used and which is appurtenant thereto, and which is symbolized by said trademarks.

Attest:

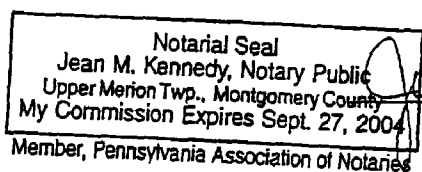
M. H. RHODES, INC.

John M. Kennedy

By John M. Morrash
JOHN M. MORRASH
Secretary

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF MONTGOMERY)

On the 1st day of December, 2000, before me personally appeared John M. Morrash, to me known, who being by me duly sworn, did depose and say that he is Secretary of M. H. Rhodes, Inc., the corporation named in and which executed the foregoing instrument; and that he signed his name thereto on behalf of the corporation pursuant to the authority of the Board of Directors of said corporation.



Jean M. Kennedy
Notary Public

SCHEDULE A

UNITED STATES REGISTERED TRADEMARKS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
MARKTIME	1,535,212	4/18/89
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