

07-18-2006



103276757

7.12.06

RECOF TR.

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
 Royal Mail Group PLC
 148 Old Street
 London, England EC1V 9HQ

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: United Kingdom
 Other _____

Citizenship (see guidelines) British

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No
 Additional names, addresses, or citizenship attached?

Name: Transnorm System, Inc.
 Internal
 Address: _____
 Street Address: 1906 South Great Southwest Parkway
 City: Grand Prairie
 State: Texas
 Country: USA Zip: 75051

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Delaware
 Other _____ Citizenship _____

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)

3. Nature of conveyance)/Execution Date(s) :
 Execution Date(s) 10.04.2005

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____
 B. Trademark Registration No.(s) 1,356,227

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:
 Name: Kenneth F. Pearce, Attorney at Law
 Internal Address: _____
 Street Address: 631 Denmark Drive
 City: Danville
 State: KY Zip: 40422-2419
 Phone Number: 859.239.8999
 Fax Number: 859.239.9656
 Email Address: kpearce@counseling-the-creative.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ paid Dec. 05

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
 a. Credit Card Last 4 Numbers _____
 Expiration Date _____
 b. Deposit Account Number _____
 Authorized User Name _____

9. Signature: *Kenneth F. Pearce* 07.12.2005
 Signature Date

Kenneth F. Pearce, Attorney at Law Total number of pages including cover sheet, attachments, and document: 14
 Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

~~05-15-2006~~
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RECORD
TRAIL

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

50-19-01

1. Name of conveying party(ies):

fe 5-1206

- Individual(s)
- General Partnership
- Corporation- State: United Kingdom
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) British

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 10.04.2005

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Transnorm System, Inc.

Internal Address: _____

Street Address: 1906 South Great Southwest Parkway

City: Grand Prairie

State: Texas

Country: USA Zip: 75051

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

Citizenship _____
Citizenship _____
Citizenship Delaware
Citizenship _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
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City: Danville

State: KY Zip: 40422-2419

Phone Number: 859.239.8999

Fax Number: 859.239.9656

Email Address: kpearce@counseling-the-creative.com

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- Authorized to be charged to deposit account
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Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature: _____

Signature

12.15.05

Date

Kenneth F. Pearce, Attorney at Law

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

FINANCE SECTION

OFFICE OF THE DIRECTOR
2005 NOV 17 11:10 23

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12/20/2005 01 FC:8521

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

BETWEEN

- (1) **ROYAL MAIL GROUP PLC** a company incorporated in England and Wales with its registered office at 148 Old Street, London, EC1V 9HQ, England (“Royal Mail”); and
- (2) **TRANSNORM SYSTEM, INC.**, a corporation of the State of Delaware, USA, having a principal place of business at 1906 South Great Southwest Parkway, Grand Prairie, Texas, USA (“Transnorm”).

BACKGROUND

- (A) Royal Mail is the registered proprietor of the Registered Trade Marks (as defined below) and is the proprietor of the Unregistered Trade Marks (also as defined below).
- (A) Transnorm desires to take an assignment of the Registered Trade Marks and Unregistered Trade Marks and Royal Mail wishes to assign them to Transnorm.

IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions and interpretation

1.1 In this Assignment, unless the context otherwise requires:

Registered Trade Marks means the registered trade marks set out at Schedule 1 to this Assignment.

Unregistered Trade Marks means the unregistered trade marks set out at Schedule 1 to this Assignment.

1.2 In this Assignment unless the context otherwise requires, all references to clauses and Schedules are references to clauses and schedules in and forming part of this Assignment.

1.3 The headings and front sheet are to be ignored in construing this Assignment.

1.4 Words or phrases importing the singular are to be interpreted to include the plural and vice versa, unless the context otherwise requires.

2. Assignment

2.1 In consideration of the sum of £100 paid to Royal Mail by Transnorm (receipt and sufficiency of which are hereby acknowledged by Royal Mail) Royal Mail hereby assigns to Transnorm absolutely:

2.1.1 the Registered Trade Marks and the goodwill associated therewith; and

2.1.2 the Unregistered Trade Marks and the goodwill associated therewith

together with all Royal Mail's rights, goodwill and interests in respect to the properties identified in Schedule 1.

2.2 Transnorm hereby acknowledges that the renewal dates for the Registered Trade Marks set out in Schedule 2 have either passed or are shortly about to pass. Transnorm further acknowledges that subject to clause 3 the obligation and cost of renewal of these Registered Trade Marks now lies with Transnorm.

3. Royal Mail's obligations

3.1 Royal Mail hereby agrees with Transnorm at the discretion and expense of Transnorm to execute any further documents that Transnorm may reasonably require to enable Transnorm to become the owner of the intellectual properties identified in Schedule 1.

4. Royal Mail's warranty

4.1 Royal Mail warrants that:

4.1.1 Royal Mail is the proprietor of the Registered Trade Marks and the Unregistered Trade Marks and has full power to enter into this Assignment;

4.1.2 Royal Mail has not granted any assignments by way of security or charges; and

4.1.3 previous licences to use the Registered Trade Marks and the Unregistered Trade Marks entered into with Fabricom Airport Systems and Broadwater Mouldings are hereby terminated.

5. Governing law

5.1 This Assignment is governed and interpreted in all respects by the law of the State of Texas USA and any case or controversy regarding this Assignment shall have venue in the District Court, County of Tarrant, State of Texas.

SCHEDULE 1

The Registered Trade Marks

| Trade Mark | Country | Class | Reg. Number |
|----------------------|--------------|-------|--------------|
| S Logo | Australia | 19 | A523986 |
| S Logo | Australia | 6 | A523987 |
| S Logo | Canada | N/A | 389890 |
| S Logo | Denmark | 6,19 | VR 1709-1991 |
| S Logo | Germany | 6,19 | 1184904 |
| S Logo | Ireland | 19 | 142367 |
| S Logo | Japan | 7 | 2455933 |
| S Logo | Norway | 6,19 | 153470 |
| S Logo | Portugal | 6 | 259943 |
| S Logo | Portugal | 19 | 259944 |
| S Logo | South Africa | 6 | 89/9003 |
| S Logo | South Africa | 19 | 89/9004 |
| SAFEGLIDE | Canada | N/A | 423526 |
| SAFEGLIDE | France | 7 | 1565403 |
| SAFEGLIDE | Greece | 19 | 106322 |
| SAFEGLIDE | Hungary | 9 | 131633 |
| SAFEGLIDE | India | 19 | 425914 |
| SAFEGLIDE | India | 6 | 427923B |
| SAFEGLIDE | Indonesia | 6 | 514961 |
| SAFEGLIDE | Indonesia | 19 | 514960 |
| SAFEGLIDE | Ireland | 6 | 136218 |
| SAFEGLIDE | Japan | 9 | 2023183 |
| SAFEGLIDE | New Zealand | 6 | B197581 |
| SAFEGLIDE | Nigeria | 19 | 53738 |
| SAFEGLIDE | Nigeria | 6 | 59256 |
| SAFEGLIDE | Norway | 6,19 | 146443 |
| SAFEGLIDE | Portugal | 19 | 259471 |
| SAFEGLIDE | Singapore | 19 | B2316/84 |
| SAFEGLIDE | South Africa | 6 | 89/9001 |
| SAFEGLIDE | South Africa | 19 | 89/9002 |
| SAFEGLIDE | South Korea | 37 | 166040 |
| SAFEGLIDE (Stylised) | Australia | 19 | B406240 |
| SAFEGLIDE (Stylised) | Australia | 6 | B454248 |
| SAFEGLIDE (Stylised) | Brazil | 19.2 | 816460280 |
| SAFEGLIDE (Stylised) | Canada | N/A | 423949 |
| SAFEGLIDE (Stylised) | Denmark | 06,19 | VR 3317-1985 |
| SAFEGLIDE (Stylised) | France | 6 | 1236581 |
| SAFEGLIDE (Stylised) | Hong Kong | 6 | B 4041/1989 |
| SAFEGLIDE (Stylised) | Ireland | 19 | 117019 |
| SAFEGLIDE (Stylised) | Israel | 19 | 59399 |

| | | | |
|----------------------|-------------|-----------|---------|
| SAFEGLIDE (Stylised) | Italy | 6,19 | 883797 |
| SAFEGLIDE (Stylised) | Malaysia | 6 | M/98497 |
| SAFEGLIDE (Stylised) | New Zealand | 19 | B152025 |
| SAFEGLIDE (Stylised) | Spain | 19 | 1069500 |
| SAFEGLIDE (Stylised) | Sweden | 6 | 188411 |
| SAFEGLIDE (Stylised) | U.S.A. | 6 (US 14) | 1356227 |

The Unregistered Trade Marks

Rights to use the 'Safeglide' name worldwide except for the United Kingdom and all goodwill attached thereto.

SCHEDULE 2

Registered Trade Marks due for renewal at date of this Assignment

| Trade Mark | Country | Reg. Number | Renewal Date |
|--------------------------|---------|-------------|--------------|
| SAFEGSLIDE (stylised) | Ireland | 1171019 | 10/08/05 |
| SAFEGSLIDE (stylized) | India | 425914 | 17/08/05 |
| SAFEGSLIDE (stylized) | Israel | 59399 | 27/08/05 |
| SAFEGSLIDE (stylized) | U.S.A | 1356227 | 27/08/05 |
| SAFEGSLIDE | Denmark | 3317.1985 | 27/09/05 |
| SAFEGSLIDE | India | 427923 | 01/10/05 |

SIGNED for and on behalf of) *[Handwritten Signature]*
 ROYAL MAIL GROUP PLC by) *NECKMAN PETERS, PROJECT MANAGER*
 SIGNED for and on behalf of) *[Handwritten Signature]*
 TRANSNORM SYSTEM, INC. by) *RICK LEE, PRESIDENT*
 date *4 OCTOBER 2005*