

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316881

| | | | |
|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | CORRECTIVE ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the the Assignor should be OK International, Inc., a Delaware corporation previously recorded on Reel 002212 Frame 0708. Assignor(s) hereby confirms the Assignment. | | |
| SEQUENCE: | 1 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| OK International, Inc. | | 12/22/2000 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Dover Technologies International, Inc. | | |
| Street Address: | One Marine Midland Plaza | | |
| Internal Address: | Sixth Floor, East Tower | | |
| City: | Binghamton | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 13901 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1795498 | SMART HEAT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Email: | colleen.brennan@bakermckenzie.com, david.davis@bakermckenzie.com | | |
| Correspondent Name: | David J. Davis | | |
| Address Line 1: | 300 East Randolph Street, Suite 5000 | | |
| Address Line 2: | Baker & McKenzie LLP | | |
| Address Line 4: | Chicago, ILLINOIS 60601 | | |
| ATTORNEY DOCKET NUMBER: | 22129957-005107 | | |
| NAME OF SUBMITTER: | David J. Davis | | |
| SIGNATURE: | /david j. davis/ | | |
| DATE SIGNED: | 09/12/2014 | | |
| Total Attachments: 6 | | | |
| source=Reel 2212 Frame 0708#page1.tif | | | |

CH \$40.00 1795498

source=Reel 2212 Frame 0708#page2.tif

source=Reel 2212 Frame 0708#page3.tif

source=Reel 2212 Frame 0708#page4.tif

source=Corrected Assignment#page1.tif

source=Corrected Assignment#page2.tif

12-26-00

FORM PTO-1594

01-16-2001

U.S. PATENT & TRADEMARK OFFICE
DEPARTMENT OF COMMERCE



101581392

To the Honorable Commission
Please record the attached

1. Name of conveying party(ies):
Metcal, Inc.

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

Additional name(s) of conveying party(ies) attached?
YES NO

2. Name and address of receiving party(ies):
Name:
Dover Technologies International, Inc.

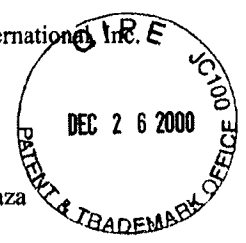
Internal Address:
Street Address:
One Marine Midland Plaza
Sixth Floor, East Tower

City: Binghamton
State: NY
Zip: 13901

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State 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 Merger
 Security Agreement Change of Name
 Other _____

Execution Date: December 22, 2000

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

A. Trademark Application No.(s):
(include series code or filing date)
See Attachment

B. Trademark Registration No.(s):
See Attachment 1760686

Additional application or registration numbers attached? YES NO

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Banner & Witcoff, Ltd.
Address: 1001 G Street, N.W., Eleventh Floor
City: Washington
State: D.C. Zip: 20001-4597

6. Total number of applications and registrations involved: 7

7. Total Fee (37 CFR 3.41) \$ 280.00

Enclosed Authorized to charge Deposit Account 19-0733

8. Should any fee adjustment be necessary to effect proper recordation, please debit or credit our Deposit Account No. 19-0733, as necessary.

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.

Franklin D. Wolfe
Name of Person Signing
Atty. Docket No.: 05292.00001

Signature

12/26/2000
Date

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

TRADEMARK
REEL: 2212 FRAME: 0708
TRADEMARK
REEL: 005361 FRAME: 0828

| Mark | U.S. Registration No. |
|-----------------------------------|-----------------------|
| METFIT | 1,760,686 |
| METCAL and design | 1,333,109 |
| METCAL and design | 1,713,164 |
| SMART HEAT | 1,795,498 |
| SMART HEAT | 1,906,548 |
| TALON | 1,996,025 |
| THE SMART HEAT COMPANY and design | 2,176,074 |

TRADEMARK
REEL: 2212 FRAME: 0709
TRADEMARK
REEL: 005361 FRAME: 0829

TRADEMARK ASSIGNMENT

This Assignment of trademarks, entered into as of the 8th day of November, 2000, between ~~Metcal, Inc. Inc.~~ ^{OK International, Inc.} (hereinafter "Assignor"), a ^{Delaware} ~~California~~ corporation located at 1530 O'Brien Drive, Menlo Park, California 94025 and Dover Technologies International, Inc. (hereinafter "Assignee"), a Delaware corporation located at One Marine Midland Plaza, Sixth Floor, East Tower, Binghamton, New York 13901.

WITNESSETH

WHEREAS Assignor is desirous of assigning all right, title and interest in its trademarks, including the goodwill of Assignor's business associated with the trademarks; and

WHEREAS Assignee is desirous of acquiring all right, title and interest in Assignor's trademarks, including the goodwill of Assignor's business associated with the trademarks;

NOW THEREFORE, the Parties hereto agree as follows:

In consideration of the purchase price paid in accordance with the Agreement and Plan of Merger between Dover Technologies International, Inc. and OK Acquisitions Co., Inc. and OK Holdings, Inc., the latter owning Assignor as a wholly owned subsidiary, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, grant and convey to Assignee all right, title, and interest in said trademarks, including the goodwill of Assignor's business associated therewith, and all pending and registered trademarks therefor throughout the world, the U.S. Trademark Applications and Registrations being identified in Exhibit A attached hereto and incorporated herein by reference; all foreign Trademark Applications and Registrations to be identified subsequently.

The parties further agree that this Assignment is to be construed under the laws of the State of Delaware.

Metcal, Inc.


By: 
Name: Michael J. Gouldsmith
Title: President

EXHIBIT A

| Mark | U.S. Application No. | U.S. Registration No. |
|--------------------------------------|----------------------|-----------------------|
| METFIT | | 1,760,686 |
| METCAL and design | | 1,333,109 |
| METCAL and design | | 1,713,164 |
| SMART HEAT | | 1,795,498 |
| SMART HEAT | | 1,906,548 |
| TALON | | 1,996,025 |
| THE SMART HEAT COMPANY and design | | 2,176,074 |

RECORDED: 12/26/2000**RECORDED: 09/12/2014****TRADEMARK
REEL: 2212 FRAME: 0711
TRADEMARK
REEL: 005361 FRAME: 0831**