# OP \$40.00 4361097

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM384017

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Formsolver, Inc. d/b/a Framatic Company		04/29/2016	Corporation: CALIFORNIA

#### **RECEIVING PARTY DATA**

Name:	MCS Industries, Inc.	
Street Address:	2280 Newlins Mill Road	
City:	Easton	
State/Country:	PENNSYLVANIA	
Postal Code:	18045	
Entity Type:	Corporation: PENNSYLVANIA	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4361097	FRAMATIC

## **CORRESPONDENCE DATA**

**Fax Number:** 2155636792

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.

**Phone:** 215-665-2747

Email: mbertolino@cozen.com

Correspondent Name: Kyle Vos Strache

Address Line 1: One Liberty Place, 1650 Market Street

Address Line 2: Cozen O'Connor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:	Kyle Vos Strache
SIGNATURE:	/Kyle Vos Strache/
DATE SIGNED:	05/11/2016

### **Total Attachments: 2**

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TRADEMARK REEL: 005790 FRAME: 0854

#### **ASSIGNMENT**

WHEREAS, Formsolver, Inc. D/B/A Framatic Company (hereinafter referred to as "ASSIGNOR"), a California corporation having a place of business at 1921 Blake Avenue, Los Angeles, California 90039-3807, is the owner of U.S. Patent Application Serial No. 09/570,830, filed May 12, 2000, now U.S. Patent No. 6,405,467, issued June 18, 2002 entitled "FRAME ASSEMBLY" and U.S. Trademark Application No. 85/773,116 filed November 6, 2012, registered as U.S. Registration No. 4,361,097 on July 2, 2013.

WHEREAS, MCS Industries, Inc. (hereinafter referred to as "ASSIGNEE"), a Pennsylvania corporation having a place of business at 2280 Newlins Mill Road, Easton, Pennsylvania 18045, is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements and in and to the said applications, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries, and to the said trademark registration.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the ASSIGNOR does hereby sell, assign, transfer and set over to said ASSIGNEE, its successors, legal representatives and assigns, ASSIGNOR's entire right, title and interest in, to and under said Trademark Registration and said Patent Application, all continuations, divisional and renewals of and substitutes for said applications, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, and assign to and authorize said ASSIGNEE, to file applications for Letters Patent in all countries, the same to be held and enjoyed by said ASSIGNEE, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this assignment, sale and transfer not been made.

AND ASSIGNOR HEREBY covenants and agrees that it has full right to convey its entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict therewith, and ASSIGNOR further covenants and agrees that it or they will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said Trademark Registration and inventions or improvements, said applications and said Letters Patent to said ASSIGNEE, its successors, assigns, nominees, or legal representatives, and agrees to communicate to said ASSIGNEE or to its nominees all known facts respecting said inventions or improvements, said applications and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said ASSIGNEE, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries.

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AND ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said ASSIGNEE, as ASSIGNEE of the entire right, title and interest, any and all Letters Patent for said inventions or improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.

This Assignment is made effective as of April 29, 2016.

IN TESTIMONY WHEREOF, ASSIGNOR hereunto sets the hand of its authorized officer the day and year set opposite his/her signature.

# FORMSOLVER, INC.

D/B/A FRAMATIC COMPANY

Date: 4/29/16

By: Durid A. Dedlow

Title: Pusident

IN TESTIMONY WHEREOF, ASSIGNEE hereunto sets the hand of its authorized officer the day and year set opposite his signature.

# **ASSIGNEE:**

**ASSIGNOR:** 

MCS INDUSTRIES, INC.

Date: 4/29/20/6

By: Same: Richard Manuten

Title: CEO