

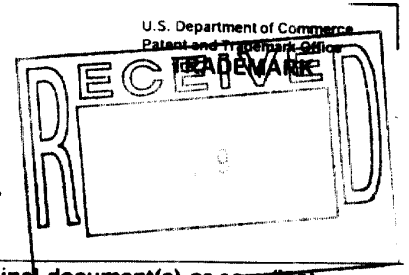
FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

07-10-1998



100760996

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



6-29-98

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name POLYMARK INTERNATIONAL, PLC

Execution Date
Month Day Year
03311998

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Registered in England

Receiving Party

Mark if additional names of receiving parties attached

Name POLYMARK CORPORATION

DBA/AKA/TA _____

Composed of _____

Address (line 1) 750 Redna Terrace,

Address (line 2) Cincinnati, Ohio 45215,

Address (line 3) USA

Ohio

45215

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

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization DELAWARE

07/09/1998 INQUIRY 00000100 019100

FOR OFFICE USE ONLY

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40.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignment, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="819108"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Alexandra N. DeNeve

June 23, 1998

Name of Person Signing

Signature

Date Signed

DATED

21st March

1998

POLYMARK INTERNATIONAL PLC

and

ELECTROCAL DESIGNS, INC.

and

POLYMARK CORPORATION

TRADE MARK ASSIGNMENT

Nabarro Nathanson
50 Stratton Street
London W1X 6NX

Tel: 0171 493 9933

TRADEMARK

REEL: 1750 FRAME: 0889

TRADE MARK ASSIGNMENT

DATE

31ST MARCH 1998

PARTIES

- (1) POLYMARK INTERNATIONAL PLC. a company registered in England and Wales (No. 483140) whose registered office is at Polymark House, Abbeydale Road, Wembley, Middlesex HA0 1LQ (the "Assignor");
- (2) ELECTROCAL DESIGNS, INC., a corporation organised under the laws of the State of Delaware, the registered office of which is at 78 Edwin Road, South Windsor, Connecticut 06074, USA ("Electrocal"); and
- (3) POLYMARK CORPORATION, a corporation organised under the laws of the state of Delaware, the registered office of which is at 750 Redna Terrace, Cincinnati, Ohio 45215, USA (the "Assignee").

RECITALS

- (A) The Assignor is the proprietor and beneficial owner of the entire right, title and interest in and to the registered trade marks and trade mark applications set out in the Schedule hereto (the "Rights") and the goodwill of the business associated therewith.
- (B) In an agreement (the "Share Purchase Agreement") dated 10 March 1998 between (1) the Assignee, (2) Polyfinance SA and (3) Electrocal, the Assignor has agreed (inter alia) that it would, in consideration of Electrocal entering into the Share Purchase Agreement, assign the Rights to Electrocal.
- (C) Electrocal has requested that the Assignor assigns the Rights directly to the Assignee.

OPERATIVE PROVISIONS:-

1. ASSIGNMENT

- 1.1 In consideration of Electrocal entering into the Share Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby, at the request and direction of Electrocal, assigns, sells and transfers with full title guarantee, all rights, title and interest in the Rights to the Assignee together with all statutory rights attaching thereto (and all, if any, further registrations and applications for the registration of the marks TRANSTAT and PREMTEX held by the Assignor in the United States of America and all foreign countries) for the Assignee's use and enjoyment and for the use and enjoyment of all its successors, assigns or other legal

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representatives, together with all goodwill of the Assignor attaching to or symbolised by the Rights (save, for the avoidance of doubt, any such goodwill attaching to or symbolised by the names and marks "Polymark" and "Polyweb").

- 1.2 The assignment under Clause 1.1 includes the right of the Assignee to bring any action and claim relief (and retain for the benefit of the Assignee any resulting financial awards) in respect of any infringement of the Rights that may have occurred prior to the date of this Assignment.
- 1.3 The Assignor hereby represents and warrants that its right, title and interest in and to the Rights are free and clear of any liens or encumbrances, that it has full right to assign all of its interests therein and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

2. FURTHER ASSURANCE

The Assignor undertakes and covenants with the Assignee that it will at the Assignee's request do all acts and execute all documents as may reasonably be required by the Assignee:

- (i) to enable the Assignee to obtain the full intended benefit of this Assignment;
- (ii) to record the Assignee as the new proprietor of the Rights on the relevant trade marks registers, including execution of new assignments in the form required by each trade mark registry;
- (iii) to assist the Assignee in the preparation and prosecution of any application for renewal of registrations comprised in the Rights;
- (iv) to assist the Assignee in the prosecution and defence of any interference, opposition, infringement or other proceedings that may arise in the connection with any of the Rights; and
- (v) to assist the Assignee in obtaining any additional protection for the Rights that the Assignee may deem appropriate.

and the Assignee shall reimburse the Assignor for the fees and costs properly and reasonably incurred by the Assignor and its advisers in so doing.

3. TAX

The Assignor and Electrocal agree, for the purposes of the Tax Procedures Agreement of even date herewith made between (1) the Assignor and (2) Electrocal, that this Assignment is an Event (as defined therein) taking place after Completion (as defined in the Share Purchase Agreement).

4. NOTICE

Each party to this Assignment may give any notice or other communication under or in connection with this Assignment by letter or facsimile transmission (with a copy letter posted the same day) addressed to the other party. The address for service of each party shall be its registered office from time to time.

5. GOVERNING LAW AND JURISDICTION

5.1 This Assignment shall be governed by English law.

5.2 The parties hereto irrevocably and unconditionally agree that the High Court of Justice in England shall have non-exclusive jurisdiction over all disputes or claims arising out of or in connection with this Assignment.

IN WITNESS of which the parties or their duly authorised representatives have executed this Assignment on the date written on page 1 of this Assignment.

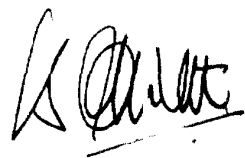
SCHEDULE

The Rights

Country	Registration /Application No.	Mark	Class
Australia	A30572	TRANSTAT	16
Benelux	16826	TRANSTAT	16,24
Brazil	800042409	TRANSTAT	16,20
Chile	375676	TRANSTAT	16
Croatia	27020	TRANSTAT	16
France	1549233	TRANSTAT	16
Germany	808474	TRANSTAT	16
Ireland	92711	TRANSTAT	16
Italy	430717	TRANSTAT	16
Japan	1942542	TRANSTAT	25
Japan	2223330	TRANSTAT	17
Japan	2256968	TRANSTAT	21
OHIM	260695	TECHNOGRAPHICS	7,16,17
OHIM	710863	PREMEX	7,16,17
Slovenia	Z7980836	TRANSTAT	16

Country	Registration /Application No.	Mark	Class
Sweden	118494	TRANSTAT	7,16
Switzerland	P274252	TRANSTAT	16
Taiwan	260782	TRANSTAT	55
UK	848000	TRANSTAT	16
US	819108	TRANSTAT	16
Yugoslavia	27020	TRANSTAT	16

SIGNED BY IAN ELLIOTT)
duly authorised by and on behalf of)
POLYMARK INTERNATIONAL PLC)



SIGNED BY KYLE G. BOYCE)
duly authorised by and on behalf of)
ELECTROCAL DESIGNS, INC.)



SIGNED BY DAVID SCHLES)
duly authorised by and on behalf of)
POLYMARK CORPORATION)



TRADEMARK