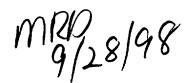
10-07-1998





Case No. 3534-1

## RECORDATION FORM COVER SHEET - TRADEMARKS

**Box ASSIGNMENT** Assistant Commissioner for Trademarks United States Patent and Trademark Office Washington DC 20231

Dear Sir:

Please record the attached original document:

- 1. Name and address of party conveying the interest: ORANGEBURG INDUSTRIES, INC. 400 Bohannon Avenue, Greeneville TN 37745 A corporation of the State of TN
- 2. Name and address of party receiving the interest: ENDOT INDUSTRIES, INC. 60 Green Pond Road, Rockaway NJ 07866 A corporation of the State of NJ
- 3. Nature of conveyance: Assignment executed August 31, 1998
- 4. U.S. Trademark Registration Nos. 1,232,613 and 1,170,054
- 5. Name and address of party to whom correspondence should be mailed: Richard T. Laughlin, Esq. GRAHAM, CURTIN & SHERIDAN 4 Headquarters Plaza Morristown NJ 07962-1991 973-292-1700 / 973-292-1767 FAX
- 6. Total number of registrations involved: 2
- 7. Total fee (37 CFR 3.41) enclosed: \$80.00
- Statement and signature: To the best of my knowledge and belief, the foregoing 9. information is true and correct and any attached copy is a true copy of the original document.

Dated: September / 6, 1998

10/05/1998 JSHABAZZ 00000096 1232613

Page 1 of 2

**TRADEMARK** REEL: 1795 FRAME: 0607

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made as of this 31st day of August 1998, by and between **ORANGEBURG INDUSTRIES**, **INC.**, a Tennessee corporation with an address at 400 Bohannon Avenue, Greeneville, Tennessee 37745 ("Assignor"), and **ENDOT INDUSTRIES**, **INC.**, a New Jersey corporation with an address at 60 Green Pond Road, Rockaway, New Jersey 07866 ("Assignee").

## WITNESSETH:

WHEREAS, Assignor is the owner of U.S. Trademark Reg. No. 1,232,613 for the mark "ORANGEBURG" and U.S. Trademark Reg. No. 1,170,054 for the mark "SP," both for use in connection with non-metallic conduits, ducts, pipe tubing, plastic pipes, and fittings for same for use in water drainage and sanitary systems, in class 11 (collectively, the "Orangeburg Trademarks"); and

WHEREAS, Assignor desires to assign and convey, and Assignee desires to acquire, the Orangeburg Trademarks, together with all good will and all other rights associated therewith;

**NOW, THEREFORE,** for and in consideration of the sum of One (\$1.00) Dollar and the mutual covenants herein contained, the parties hereto agree as follows:

- 1. Assignor hereby assigns, sets over and transfers to Assignee all of Assignor's right, title and interest in, to and under the Orangeburg Trademarks, all common law rights and all of the good will associated with the Orangeburg Trademarks, and the right to recover damages for any and all past infringements.
- 2. Assignee hereby accepts the assignment and conveyance of the Orangeburg Trademarks.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

Assignor:

ORANGEBURG INDUSTRIES, INC.

Frederick D. Bloemeke, President

Assignee:

**RECORDED: 09/28/1998** 

ENDOT INDUSTRIES, INC.

Gerhard F. Wellmann, Chairman

TRADEMARK REEL: 1795 FRAME: 0608