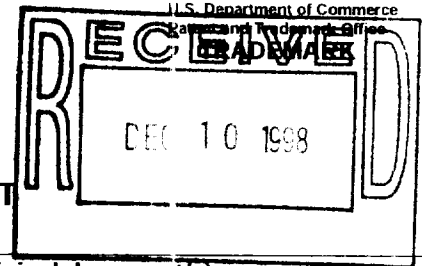


12-21-1998



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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

MLG 12-10-98

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 Esterline Technologies Corporation

Execution Date  
Month Day Year  
9 8 1998

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other

Citizenship/State of Incorporation/Organization California

Receiving Party

Mark if additional names of receiving parties attached

Name Tulon Co.

DBA/AKA/TA

Composed of

Address (line 1) 15209 S. Broadway

Address (line 2)

Address (line 3) Gardena California 92048  
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  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.)
- Corporation  Association
- Other

Citizenship/State of Incorporation/Organization California

12/16/1998 DNGUYEN 00000294 1069278

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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(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 1827 FRAME: 0582

**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="1,069,278"/>	<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: #

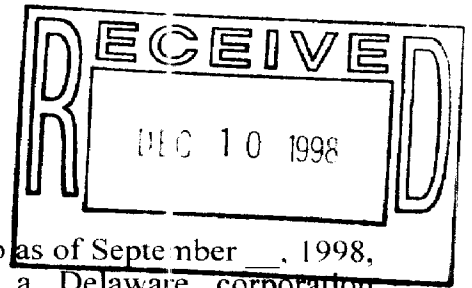
Authorization to charge additional fees: Yes  No

**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.

JOHN M. GEMBO      [Signature]      9/30/98  
 Name of Person Signing      Signature      Date Signed

**ASSIGNMENT OF TRADEMARK**



This Assignment of Trademark (the "Assignment") is entered into as of September \_\_, 1998, by and among ESTERLINE TECHNOLOGIES CORPORATION, a Delaware corporation ("Esterline"), EXCELLON AUTOMATION CO., a California corporation and wholly-owned subsidiary of Esterline ("Excellon"), TULON CO., a California corporation and wholly-owned subsidiary of Excellon ("Tulon") (Esterline, Excellon and Tulon are hereinafter jointly referred to as "Assignor"), and TAYOS, LLC, a California limited liability company ("Assignee"):

A. The parties hereto previously entered into that certain Stock Purchase Agreement dated September 8, 1998 (the "Stock Purchase Agreement"):

B. Esterline is the owner of the following trademark, which is registered in the United States Patent and Trademark Office (the "Trademark"):

**Registered Trademark**

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
"Tulon"	1,069,278	July 12, 1977

C. Tulon is using the Trademark by permission from Esterline.

D. Pursuant to the Stock Purchase Agreement, Assignor has agreed to assign certain of its assets, including its interest in the Trademark, to Assignee:

**AGREEMENT**

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, said Assignor does hereby sell, assign and transfer unto Assignee all of its right, title and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark and the above identified registration. Assignor further transfers and assigns the right to file for and obtain registrations of the Trademark anywhere in the world with the right to base priority on Assignor's first date of use or on any application and/or registration being assigned herein. Assignor covenants not to use or display the Trademark, or any mark confusingly similar thereto, anywhere in the world except by authorization of Assignee, and further covenants not to contest or challenge the validity of the Trademark, any applicable registrations thereof or the ownership of the Trademark by Assignee.

Assignor further agrees, without further consideration, to cause to be performed such lawful acts and to be executed such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Assignment and to permit Assignee to be duly recorded as the registered owner and proprietor of the rights hereby conveyed.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademark to be executed by the signature of its duly authorized officer as of the date above first written.

**ASSIGNOR:**

**ESTERLINE TECHNOLOGIES CORPORATION**

By: R. M. Stevenson

Its: EVP + CFO

**EXCELLON AUTOMATION CO.**

By: R. M. Stevenson

Its: VP + SECY/TREAS

**TULON CO.**

By: R. M. Stevenson

Its: VP + SECY

Acknowledged and Accepted:

**TAYOS, LLC**

By: John M. Gales

Its: CFO

STATE OF WASHINGTON )

COUNTY OF King ) ss.

On the 13<sup>th</sup> day of September, 1998, before me personally appeared [Signature], the person who signed the foregoing instrument, who being by me duly sworn, acknowledged that he/she has signed said instrument as a free act.

SIGNED AND SWORN to before me this 13<sup>th</sup> day of September, 1998, by [Signature]



[Signature]  
NOTARY PUBLIC in and for the State of Washington, residing at [Address]  
My Appointment Expires: [Date]