

04-12-1999

SHEET

U.S. DEPARTMENT OF COMMERCE

(Rev. 6-93)

4.1.99



LY

Patent and Trademark Office

To the Honorable Commissioner

attached original documents or copy thereof.

101008598

1. Name of conveying party(ies):
10 C.L., Inc.

2. Name and address of receiving party(ies):

Name: E.C. Murphy, LLC

Street Address: 4246 RidgeLea Road

City: Amherst State: NY ZIP: 14226

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State of 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) and address(es) attached? Yes No

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: September 2, 1998

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

A. Trademark Application No.(s)

B. Trademark No.(s) 1,761,637; 1,771,782

Additional Numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Martin G. Linihan, Esq.

Hodgson, Russ, Andrews, Woods & Goodyear

Internal Address: Intellectual Property Law Section

Street Address: 1800 One M&T Plaza

City: Buffalo State: NY ZIP: 14203

04/08/1999 JSNBRZZ 00000206 1761637

6. Total number of applications and registrations involved: 1 2 1

7. Total fee (37 CFR 3.41)..... \$80.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:
08-2442

(Attach duplicate copy of this page if paying by deposit account)

01 FC:481	40.00 OP
02 FC:482	25.00 OP
03 FC:998	15.00 OP

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.

Martin G. Linihan, Reg. No. 24,926

March 29, 1999

Name of Person Signing

Signature

Date

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

4

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

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Agreement") is effective as of the 31st day of August, 1998 (the "Effective Date"), by and between 10 C.L., Inc., a New Jersey corporation, having its principal place of business at 424 Lea Rd., Amherst, NY 14226 ("Assignor") and E.C. Murphy, LLC, a Delaware limited liability company having its principal place of business at 424 Lea Rd., Amherst, NY 14226 ("Assignee").

RECITALS

WHEREAS, Assignor holds all right, title and interest in and to the trademarks and associated applications and registrations listed on the attached Exhibit A (collectively, the "Trademarks"); and

WHEREAS, Assignee desires to obtain, and Assignor has agreed to assign, all of Assignor's right, title and interest in the Trademarks according to the terms of this Agreement.

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Assignment. Assignor hereby sells, assigns and transfers to Assignee, its successors, assigns and legal representatives, the entire right, title and interest in and to the Trademarks, and all applications and registrations therefor, including without limitation the right to sue for, settle, or release any past, present, or future infringement thereof, together with the goodwill of the business symbolized by the Trademarks. Assignee is henceforth the exclusive owner of the Trademarks and the goodwill they represent.

Section 2. Assistance. Assignor shall execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect the rights, title and interest in Assignee, its successors, assigns and legal representatives in the Trademarks.

Section 3. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument. Any counterpart may be delivered by facsimile.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

10 C.L., Inc.

By: Emmett C. Murphy
Name: Emmett C. Murphy
Title: President

State of New York
County of Erle

ss:

On this 2 day of September, 1998, personally appeared Emmett C. Murphy, the _____ of the assignor above named, and acknowledged that he executed the foregoing Agreement on behalf of Assignor pursuant to authority duly given.

Notary Public Signature

Mary R. Kanick

Mary R. Kanick
Notary Public, State of New York
Qualified in Erie County
No. 01KA5074659
Commission Expires 3/24/99

EXHIBIT ATrademarks

Mark	Appl. No.	Filing Date	Reg. No.	Issue Date
STRUCTURAL IMAGING	74-278,434	May 26, 1992	1,761,637	Mar. 30, 1993
WORK IMAGING	74-273,399	May 8, 1992	1,771,782	May 18, 1993