APPOINTMENT OF DOMESTIC REPRESENTATIVE

Charles 8. Elderkin, and Henry B. Ward, III, members of the Bar of the State of North Carolina, and members of the firm of ALSTON & BIRD LLP, P.O. Drawer 34009, Charlotte, North Carolina 28234, are hereby designated Registrant's representatives upon whom notice or process in proceedings affecting the mark may be served.

Kabelschlepp GmbH

By: (Klaus Heidrich)

Title:(Geschäftsführer) (Managing director)

This the <u>20</u> day of <u>August</u>, 1999.

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NUNC PRO TUNC ASSIGNMENT OF UNITED STATES TRADEMARK REGISTRATION

WHEREAS, W. L. Gore & Associates, Inc., a Delaware corporation, having a principal place of business at 555 Paper Mill Road, P.O. Box 9206, Newark, Delaware 19714 (hereinafter referred to as "ASSIGNOR"), was formerly the exclusive and record owner of the entire right, title, and interest in and to the following Trademark and the corresponding United States Trademark Registration therefor:

Mark: **PROFILE**

Registration No: 2,006,570 Registered: October 8, 1996

Int. Class: 9

WHEREAS, *Kabelschlepp GmbH*, a German corporation, having a principal place of business at Marienborner Straße 75, 57074 Siegen, Germany (hereinafter referred to as "ASSIGNEE"), has acquired and purchased from ASSIGNOR the above-identified trademark and the corresponding United States Trademark Registration, and associated goodwill, from ASSIGNOR effective August 11, 1997 and is desirous of confirming that it has done so.

WHEREAS, ASSIGNOR and ASSIGNEE desire to confirm and perfect the sale and assignment of said Trademark and corresponding United States Trademark Registration therefor effective <a href="https://www.negust.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby acknowledges and confirms that effective August 11, 1997, ASSIGNOR sold, transferred, and assigned to said ASSIGNEE the entire right, title, and interest in and to the above-identified trademark and the corresponding United States Trademark Registration therefor, together with the goodwill of

TRADEMARK REEL: 002019 FRAME: 0328

the business appurtenant to and symbolized by said Trademark, and all rights of action against third parties for past infringement thereof, the same to be held and enjoyed by said ASSIGNEE as fully and entirely as the same would have been held by ASSIGNOR had the sale, transfer, and assignment not been made.

ASSIGNOR hereby warrants and covenants that it had the full power and authority to convey the rights, title, and interests sold, transferred, and assigned to ASSIGNEE, that it has not executed and will not execute any agreement in conflict herewith, and that it will execute any and all other instruments which may be necessary to perfect and evidence ASSIGNEE's ownership of the property and rights herein conveyed.

IN WITNESS WHEREOF, ASSIGNOR, intending to be legally bound, has caused this Nunc Pro Tunc Assignment to be executed by its duly authorized officer, as of the $\lambda \psi$ day

W. L. GORE AND A

CLT01/4377553v1

RECORDED: 01/19/2000