



12-12-2000

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

11-01-2000

U.S. Patent & TMO/TM Mail Rcpt Dt. #59



101546971

11-1-00

To the Honorable Commissioner of Patent and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

ARJO WIGGINS LIMITED

- Individual(s)
- General Partnership
- Corporation - England and Wales
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

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

JOINTINE PRODUCTS (LINCOLN) LIMITED  
Station Road  
North Hykeham  
Lincoln  
LN6 9AU  
England

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation - England and Wales
- Other \_\_\_\_\_

Domestic representative is attached:  Yes  No

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: November 8, 1999

4. (A.) Trademark Application No.(s)

4. (B.) Trademark Registration No.(s)

729466

Additional numbers attached?  Yes  No

5. Correspondence should be mailed to:

VICTOR M. TANNENBAUM  
ABELMAN, FRAYNE & SCHWAB  
150 East 42nd Street  
New York, New York 10017

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

7. Total fee (37 CFT 3.41): ..... \$ 40.00

Enclosed

(The said Deposit Account should be charged for any official fee not fully covered by the enclosed check)

Authorized to be charged to deposit account  
Deposit account number: 01-0035

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

12/12/2000 GT011 00000011 729466

1 FC:481

40.00 DP

DO NOT USE THIS SPACE

8. 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.

VICTOR M. TANNENBAUM

Name of Person Signing

Signature

11/1/00

Date

Total number of pages comprising cover sheet, attachments and documents: 8

TRADEMARK  
REEL: 002192 FRAME: 0540

UNITED STATES

REVOCAATION

AND

NEW POWER OF ATTORNEY

Mark: FLEXOID

Registration No.: 729466

Serial No.:

Class(es):

Owner: Jointine Products (Lincoln) Limited

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Abelman, Frayne & Schwab, whose postal address is 150 East 42nd Street, New York, New York 10017, U.S.A. is hereby designated applicant's representative upon whom notices or process in proceedings affecting the mark may be served.

POWER OF ATTORNEY

Applicant hereby revokes all previous Powers of Attorney and hereby appoints jointly and severally, with full power of substitution, the power of appointment of an associate attorney and the power of revocation

LAWRENCE E. ABELMAN
JEFFREY A. SCHWAB
NORMAN S. BEIER
VICTOR M. TANNENBAUM
PETER J. LYNFIELD

ALAN J. HARTNICK
CARIDAD PIÑEIRO SCORDATO
JULIANNE ABELMAN
JONATHAN W. GUMPORT
MARSHA G. AJHAR

members of the Bar of the State of New York, whose address is

ABELMAN, FRAYNE & SCHWAB
150 East 42nd Street
New York, New York 10017 U.S.A.

FOR AND ON BEHALF
JOINTINE PRODUCTS (LINCOLN) LTD
STATION ROAD, NORTH HYKEH
LINCOLN LN6 9AU
Tel: 01522 690050
Fax: 01522 690060
VAT Reg. No. 737 8570 91

to transact business in the Patent and Trademark Office in connection with applications therefor, and registrations which have or will issue thereon.

By: [Signature] T.J. OFFER

Date: / /

TRADEMARK 2000

REEL: 002192 FRAME: 0541

DATED 8 November 1999

ARJO WIGGINS LIMITED (1)

- and -

JOINTINE PRODUCTS (LINCOLN) LIMITED (2)

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ASSIGNMENT OF  
NON UK TRADE MARKS

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Davies Wallis Foyster  
5 Castle Street  
Liverpool L2 4XE

Tel: 0151 236 6226  
Fax: 0151 236 5207

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THIS ASSIGNMENT is made the 8<sup>th</sup> day of November 1999 BETWEEN

- (1) ARJO WIGGINS LIMITED (incorporated in England and Wales No. 153630) whose registered office is at Saint Clement House, Alencon Link, Basingstoke, Hampshire RG21 7SB (the "Assignor")
- (2) JOINTINE PRODUCTS (LINCOLN) LIMITED (incorporated in England and Wales No. 3839929) whose registered office is at 5 Castle Street, Liverpool L2 4XE (the "Assignee")

WHEREAS

- (1) Under the terms of the Acquisition Agreement, (as hereinafter defined), the Assignee (as hereinafter defined) has agreed to purchase from the Assignor certain of the Assets (as therein defined).
- (2) As provided by the terms of the Acquisition Agreement the Seller (as therein defined) is required to execute an assignment of the Intellectual Property Rights of which a trade mark assignment of non U.K Trade Marks (as hereinafter defined) and this Assignment sets out the terms on which the Non U.K Trade Marks will be assigned to the Assignee

NOW IT IS HEREBY AGREED as follows:-

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Assignment, except where the context otherwise requires:-

"Acquisition Agreement" means the Sale and Purchase Agreement relating to the sale of certain business assets of the Assignors made between the Assignor and the Assignee, on 12th October 1999.

"Non U.K Trade Marks" means those registered trade marks comprised in the Schedule hereto.

1.2 Any reference herein to the singular shall include the plural and vice versa.

1.3 Headings herein are for ease of reference only and shall not affect the construction of

this Assignment.

- 1.4 Reference herein to Clauses, Recitals. and Schedules are to clauses, recitals and schedules of this Assignment, unless otherwise stated.
- 1.5 Save where specifically otherwise defined herein, terms defined in the Acquisition Agreement shall bear the same meanings herein.

2. ASSIGNMENT

Pursuant to the provisions of the Acquisition Agreement, the Assignor hereby assigns to the Assignee with Full Title Guarantee the Non U.K Trade Marks, together with all goodwill therein wherever in the world, together with the right to take action (including the right to recover damages) in respect of every act of infringement of any of the Non U.K Trade Marks occurring prior to the date of this Assignment or any violation of any common law rights connected with any of the Non U.K Trade Marks so transferred

3. COUNTERPARTS

This Assignment may be executed in any number of counterparts by the parties, each of which when executed and delivered shall constitute an original and all of which shall together constitute one and the same instrument, but this Assignment shall not be effective until each party has executed at least one counterpart.

4. FURTHER ASSURANCE

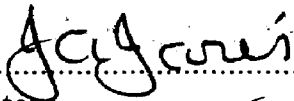
The Assignor shall, at the expense and cost of the Assignee, execute all such further documents deeds (including without limitation further confirmatory assignments which may be necessary to effect the registration of Non U.K. Trade Marks in the name of the Assignee in the United States of American and Italy) and do such acts and things as may be necessary to effect the assignment of the rights hereby assigned.

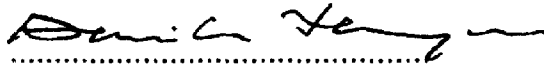
5. GOVERNING LAW

This Assignment shall be governed and construed in accordance with the laws of England and the parties hereto shall submit to the exclusive jurisdiction of the English Courts.

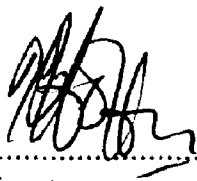
IN WITNESS WHEREOF the parties have executed and delivered this Assignment as a deed the day and year first before written.

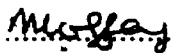
Executed as a Deed by )  
ARJO WIGGINS LIMITED )  
acting by two duly authorised )  
officers )

  
.....  
Director

  
.....  
Director

Executed as a Deed by )  
JOINTINE PRODUCTS (LINCOLN) )  
LIMITED acting by two duly )  
authorised officers )

  
.....  
Director

  
.....  
~~Director~~/Secretary

SCHEDULE

	<u>Class</u>	<u>Registration No</u>
1. <u>United States</u>		
FLEXOID (word)	35	<del>V29466</del> 729466
2. <u>Italy</u>		
FLEXOID (word)	17	440052

*Handwritten notes:*  
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