



Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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101756780  
**TRADEMARKS ONLY**

EET U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Onshore Components LLC

6-15-01

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Limited Liability Company - Delaware

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

3. Nature of conveyance:

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

Execution Date: September 29, 2000

2. Name and address of receiving party(ies)

Name: ATP Manufacturing LLC

Internal

Address: \_\_\_\_\_

Street Address: 761 Great Road

North

City: Smithfield State: RI Zip: 02896

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_

Other Limited Liability Company-Rhode Island

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) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,086,539  
2,295,211

Additional number(s) attached  Yes  No

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

Name: Christine M. Morgan

Internal Address: \_\_\_\_\_

Street Address: Pillsbury Winthrop LLP

One Battery Park Plaza, 31st Floor

City: New York State: NY Zip: 10004-1490

6. Total number of applications and registrations involved: \_\_\_\_\_

2

7. Total fee (37 CFR 3.41).....\$55.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

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

**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.

Christine M. Morgan

Name of Person Signing

Christine Morgan

Signature

June 15, 2001

Date

Total number of pages including cover sheet, attachments, and document: **3**

013559-0000001

Express Mail Label No.:  
EI 740333221

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

## ASSIGNMENT

This ASSIGNMENT OF UNITED STATES TRADEMARKS is made as of May 22, 2001, from Onshore Components LLC, a Delaware limited liability company doing business at Wilton, Connecticut USA (hereinafter referred to as "Assignor"), to ATP Manufacturing LLC, a Rhode Island limited liability company having a place of business at North Smithfield, Rhode Island USA (hereinafter referred to as "Assignee").

WHEREAS, Assignor has adopted and used, and is the owner of the United States Trademark Registration Nos. 2,086,539 and 2,295,211 for the mark ORTHOLITE (collectively, the "Marks");

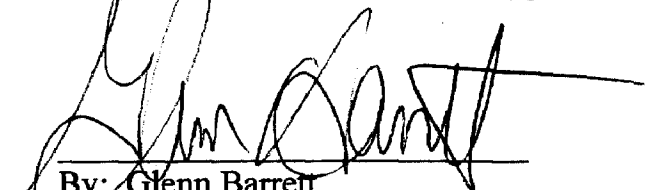
WHEREAS, pursuant to the Agreement, dated as of September 29, 2000, by and among Assignor, Assignee and the individual parties set forth in said Agreement, the Assignor has agreed to transfer to Assignee all of Assignor's rights, title and interest in and to the Marks, together with certain of the assets held by the Assignor primarily for use in the business of shoe insoles and foot orthotics;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, convey and transfer unto said Assignee the entire right, title, and interest in and to the Marks, including the goodwill, registration, application and common law rights associated with the Marks.

Upon the request of Assignee, Assignor agrees to take promptly such further action as is reasonably necessary or appropriate to properly and fully effect and perfect the transfer to Assignee of the Marks, in order to establish full custody of same by Assignee, to set forth and establish the chain of title thereto, and to set forth and establish the first use of the Marks. Assignee shall reimburse Assignor for reasonable out-of-pocket expenses incurred by Assignor in connection with such assistance.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on May \_\_, 2001.


ONSHORE COMPONENTS LLC

  
By: Glenn Barrett  
Title: President

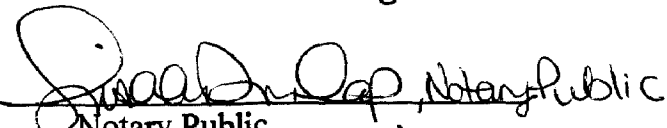
Subscribed and sworn to before me this 12 day of May, 2001

Maureen A. Soyka  
my commission expires: 1/21/05

ATP MANUFACTURING LLC

  
By:  
Title: V.P.

Subscribed and sworn to before me this 21<sup>st</sup> day of May, 2001

  
Notary Public  
Commission expires 8-11-01