

11-16-2001

SHEET
NLY

Docket No.:

817-62



101896876

Tab settings

To the Honorable Commissioner of Patents and Trademarks, please send the attached or

1. Name of conveying party(ies):

Neil Terk

11.5.01

2. Name and address of recipient

Name: Terk Technology

11-05-2001

U.S. Patent & TMO/TM Mail Rpt Dt. #26

Internal Address:

Street Address: 63 Mall Drive

City: Commack

State: NY ZIP: 11725

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State New York

Other

If assignee is not domiciled in the United States, a domestic designation is Yes No

(Designations must be a separate document from

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

Individual(s)

Association

General Partnership

Limited Partnership

Corporation-State

Other

Additional names(s) of conveying party(ies)

Yes No

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other

Execution Date: June 28, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,713,298

Additional numbers

Yes No

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

Name: Gerald T. Bodner, Esq.

Internal Address: Hoffmann & Baron, LLP

Street Address: 6900 Jericho Turnpike

City: Syosset

State: NY ZIP: 11791

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

1

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

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

08-2461

DO NOT USE THIS SPACE

11/15/2001 LWELLER 00000014 1713298

01 FC:481

40.00 DP

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.

Gerald T. Bodner

Name of Person Signing

Gerald T. Bodner

Signature

Nov. 1, 2001

Date

7

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 002395 FRAME: 0812

EXECUTION COPY**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 28 day of June, 2001, ("Effective Date"), by and between Terk Technologies Corp. ("Assignee"), and Neil Terk ("Assignor").

WHEREAS, Assignor desires to transfer to Assignee United States trademark No. 1,713,298 for the trademark "TERK"; United States trademark No. 2,025,010 for the trademark "CFR"; and, the foreign trademark registrations listed on Schedule A (collectively, the "Marks") and the goodwill of the business associated with the Marks; and

WHEREAS, Assignee wishes to acquire the entire right, title and interest in and to the Marks, together with the goodwill of the business associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Marks, together with the goodwill of the business associated with the Marks, for the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States or any foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all income, royalties,

damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering the Marks; (2) in the prosecution or defense of any opposition, infringement or other proceedings that may arise in connection with the Marks including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional trademarks protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks in the United States.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

* * * *

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this

Assignment to be signed and executed by the undersigned officers thereunto duly authorized this

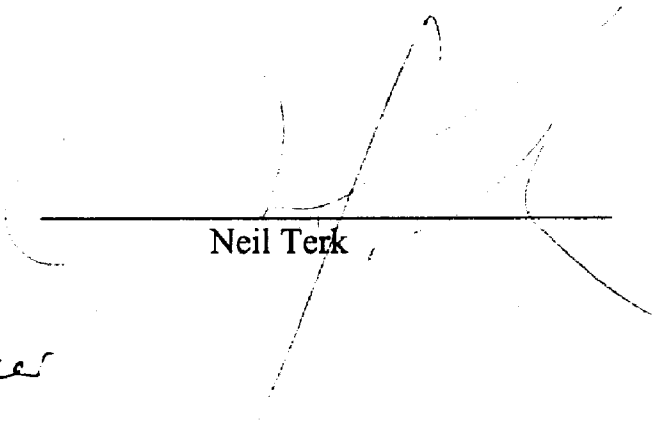
28 day of June, 2001.

TERK TECHNOLOGIES CORP.

By: Steven Roth

Name: Steven Roth

Title: Chief Executive Officer



Neil Terk

SCHEDULE A
FOREIGN REGISTRATIONS

<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>
TERK	Australia	660,055
TERK	France	95,571,354
TERK	Germany	39,521,490
TERK	Israel	107,252
TERK	Japan	3,323,618
TERK	Spain	1,985,806
TERK	UK	2,109,202

STATE OF New York)
COUNTY OF Westchester)

ss.:

On this 28th day of June 2001, there appeared before me
Robert T. ..., personally known to me, who acknowledged that he signed the
foregoing Assignment as his/her voluntary act and deed.


Notary Public

ROBERT L. KARN
Notary Public, State of New York
No. 02KA5031205
Qualified in New York County
Commission Expires July 10, 1999
2001

STATE OF New York)
COUNTY OF Westchester)

ss.:

On this 28th day of June 2001, there appeared before me
Robert T. ..., personally known to me, who acknowledged that he signed the
foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of
Test Technology, Inc.


Notary Public

ROBERT L. KARN
Notary Public, State of New York
No. 02KA5031205
Qualified in New York County
Commission Expires July 10, 1999
2001

TRADEMARKS ONLY

817-62

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

1. Name of conveying party(ies):

Neil Terk

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

Additional names(s) of conveying party(ies) Yes No

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

Name: Terk Technologies Corporation

Internal Address: _____

Street Address: 63 Mall Drive

City: Commack State: NY ZIP: 11725

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State New York
- Other _____

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

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

- Enclosed
- Authorized to be charged to deposit account

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08-2461

DO NOT USE THIS SPACE

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Gerald T. Bodner

Name of Person Signing

Gerald T. Bodner

Signature

Nov. 1, 2001

Date

7

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 002395 FRAME: 0818



11-05-2001

U.S. Patent & TMO/TM Mail Rpt Dt. #26

TRADEMARK

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Trademark of:	Terk Technologies Corporation
Registration No.:	1,713,298
Registration Date:	September 8, 1992
Mark:	TERK
Docket:	817-62

Assistant Commissioner For Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

Attention: Assignment Division

REQUEST FOR RECORDATION OF ASSIGNMENT

Sir:

Enclosed herewith is an Assignment of Trademark regarding the above-identified application. Also enclosed is the Recordation Form Cover Sheet and fee of \$40.00. Please record the enclosed document accordingly and return it to the address set forth below once recordation has been completed.

Respectfully submitted,

Gerald T. Bodner
Attorney for Applicant

HOFFMANN & BARON
6900 Jericho Turnpike
Syosset, New York 11791
(516) 822-3550
GTB:slt

I hereby certify this correspondence is being deposited with the United States Postal Service as first class mail, postpaid in an envelope, addressed to: Assistant Commissioner for Trademarks, Arlington, VA 22202-3513 on

November 1, 2001

Dated: 11/1/01

Susan L. Toledano

TRADEMARK

RECORDED: 11/05/2001

REEL: 002395 FRAME: 0819