

02-25-2002



101991678

FEB 2 2002

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New 2-4-02
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
1 2 02

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
1 2 02

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party not domiciled in the United States, appointment of a domestic representative should be attached (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

02/22/2002 LUMELLER 00000169 1935163

01 FC:481

40.00 OP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the data gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, W D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THE ADDRESS.

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

TRADEMARK
REEL: 002447 FRAME: 0882

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1935163"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

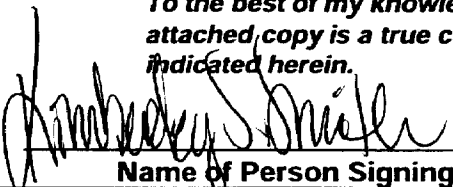
Authorization to charge additional fees:

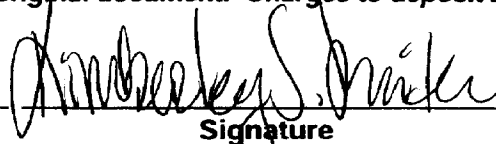
Yes

No

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. Charges to deposit account are authorized, as indicated herein.


Name of Person Signing


Signature

Date Signed

TRADEMARK TRANSFER AGREEMENT

THIS TRADEMARK TRANSFER AGREEMENT, effective as of the 2nd day of January, 2002 ("Effective Date"), between **Cornerstone Controls Inc.**, an Ohio corporation, whose address is 7251 East Kemper Road, Cincinnati, Ohio 45249-1030 ("CCI") and **Cornerstone Acquisition, Inc.**, an Ohio corporation whose address is 7251 East Kemper Road, Cincinnati, Ohio 45249-1030 ("Acquisition"),

WHEREAS, CCI is the owner of the trademarks, service marks, trade names and logos (the "Marks") and registrations thereof listed on Schedule A;

WHEREAS, CCI and Acquisition are parties to an Asset Purchase Agreement dated as of January 2, 2002 wherein Acquisition has purchased from CCI certain assets, including the Marks and the goodwill appurtenant thereto (as set forth in Section 3(l) of the Asset Purchase Agreement); and,

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained in the Asset Purchase Agreement as well as those hereinafter set forth, the parties agree as follows:

1. TRANSFER OF MARKS.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by CCI, CCI hereby sells, assign, transfers and conveys to Acquisition, the Marks and registrations thereof and registration applications pertaining thereto set forth in Schedule A, including the goodwill appurtenant thereto. CCI shall execute and deliver any and all assignments (including assignments of registrations), instruments of transfer and conveyance and other documents that CCI may deem necessary or appropriate to give full force and effect to the transfer of the Marks and related property pursuant to this Agreement.

2. REPRESENTATIONS AND WARRANTIES OF CCI.

CCI hereby represents and warrants that:

- (a) It has the right and authority to enter into this Agreement, to transfer the Marks and the good will appurtenant thereto and to execute and perform all of its obligations hereunder.
- (b) CCI has no actual knowledge that the Marks infringe the intellectual property rights of any third party, including but not limited to a likelihood of confusion between the Marks and the trademark of any third party.

Except for the warranties provided in this Section 2, Proprietor disclaims all other warranties, express, implied, statutory, or otherwise, with respect to the Marks. Claims by Acquisition against CCI for breach of this Agreement shall be subject to the procedural provisions of the Asset Purchase Agreement.

3. MISCELLANEOUS.

- (a) Notices. All notices to be made hereunder shall be given to or made at the respective addresses of the Parties as initially set forth herein, unless written notification of a change of address is given to the other Party. All notices hereunder shall be given by addressing them as indicated and by delivering them as certified or registered mail, return receipt requested, postage prepaid or through a national overnight courier service (e.g., FedEx) and shall be effective as of the date of receipt of such notice by the other Party.
- (b) Independent Contractors. It is understood that the relationship between CCI and Acquisition shall be that of independent contractors, and that the officers, employees, and agents or other representatives of one party shall not be deemed expressly or impliedly the employees, partners, joint ventures or agents of the other.
- (c) Counterparts. This Agreement may be executed contemporaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- (d) Election of Remedies. The remedies provided herein are not exclusive of any other lawful remedies which may be available, and a party's election of a remedy shall not constitute an exclusive election of remedies.
- (e) Forum/Governing Law. It is agreed that this Agreement shall be interpreted according to the laws of the State of Ohio.
- (f) Interpretation and Construction. The section and paragraph titles are intended solely for convenience and shall not affect the construction or interpretation of any of the provisions of this Agreement. No provision of this Agreement shall be construed in favor of or against any party on the ground that such party or its counsel drafted the provision. The language used herein, unless defined specifically, shall be construed according to its reasonable and customary meaning in the United States. Terms of art used in this Agreement which are not defined herein shall be defined as commonly understood in the United States licensing industry for similar products. In the event of a breach, this Agreement may be specifically enforced. This Agreement shall at all times be construed so as to carry out its stated purposes.
- (g) Integration. This Agreement, and any attached Schedules and Exhibits, constitute the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. Each of the parties acknowledges that no other party, nor any agent or attorney of any other party, has made any promise, representation, or warranty whatsoever, express or implied, and not contained herein, concerning the subject matter hereof to induce the party to execute or authorize the execution of this Agreement, and acknowledges that the party has

not executed or authorized the execution of this instrument in reliance upon any such promise, representation, or warranty not contained herein. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.

- (h) Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid, or unenforceable in any jurisdiction, such illegality, invalidity or unenforceability shall not affect any other provision hereof or the interpretation and effect of the Agreement as to any other jurisdiction, and the remainder of the Agreement, disregarding such illegal, invalid or unenforceable provision, shall continue in full force and effect as though such illegal, invalid, or unenforceable provision had not been contained herein.
- (i) Survival of Rights and Obligations. Section 2 of this Agreement shall survive the termination of this Agreement.
- (j) Waiver. No waiver of any of the provisions of this Agreement shall be valid unless in a writing signed by the party against which the waiver is sought to be enforced. No waiver by either party of any breach of or failure of performance shall be deemed a waiver as to any subsequent breach or failure of performance, whether or not similar, nor shall any waiver constitute a continuing waiver.
- (k) Assignment. Acquisition may freely assign its rights under this Agreement

[Remainder of this page intentionally left blank. Signature page to follow.]

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

CORNERSTONE CONTROLS INC.

By: Lawrence B. Reams
Name: LAWRENCE B REAMS
Title: PRESIDENT

CORNERSTONE ACQUISITION, INC.

By: Arthur D. Kuhlman
Name: ARTHUR D. KUHLMAN
Title: PRESIDENT

886965.3

Schedule A

Trademark	Jurisdiction	Registration Date	Registration Number	Status
CORNERSTONE SERVICE SOLUTIONS	US	11-14-1995	1,935,163	registered
REAMS CONTROLS, INC.	OH	02-11-1991	SM67150	registered
ACME CONTROLS	KY	02-20-1991	09526	registered
ACME CONTROLS, INC.	KY	02-20-1991	09524	registered
REAMS CONTROLS, INC.	KY	02-20-1991	09525	registered
ACME CONTROLS	IN	02-25-1991	50100591	registered
ACME CONTROLS INC.	IN	02-25-1991	50100592	registered
REAMS CONTROLS INC.	IN	02-20-1991	50100579	registered
ACME CONTROLS	IL	02-11-1991	068064	registered
ACME CONTROLS, INC.	IL	02-11-1991	068065	registered
CORNERSTONE CONTROLS	OH, IN., KY, ILL.	N/A	N/A	unregistered
PROLOGIX	OH, IN., KY., ILL	N/A	N/A	unregistered

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