

04-10-2002



Tab settings

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To the Honorable Commissioner of Patents and Trademarks, Washington, D.C. 20231
To be returned with original documents or copy thereof.

1. Name of conveying party(ies):

RAININ INSTRUMENT CO., INC.

3-28-02

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

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

3. Nature of conveyance:

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

Execution Date: _____

2. Name and address of receiving party(ies)

Name: RAININ INSTRUMENT, LLC

Internal

Address: _____

Street Address: 5400 Hollis Street

City: Emeryville State: CA Zip: 94608

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

Other Delaware limited liability company

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)

1887840

Additional number(s) attached Yes No

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

Name: Kenneth Rainin

Internal Address: _____

Street Address: 5400 Hollis Street

City: Emeryville State: CA Zip: 94608

6. Total number of applications and registrations involved: _____

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

- Enclosed ck. no. 2020
- 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.

Robert R. Meads

Name of Person Signing

Signature

March 18, 2002

Date

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

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

04/09/2002 09:01:48 00000030 1887840 40.00 OP

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of the 12th day of October, 2001, by RAININ INSTRUMENT COMPANY, INC., a Massachusetts corporation ("Assignor") to RAININ INSTRUMENT, LLC, a Delaware limited liability company ("Assignee").

Recitals

A. Assignor has adopted, is using and owns the trademark GREEN-PAK and the United States Registration No. 1887840 therefore (collectively, the "Mark").

B. Assignee desires to acquire the Mark and the goodwill of the business associated therewith.

Agreement

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and transfers to Assignee all right, title and interest in, to and under the Mark and the goodwill of the business symbolized thereby and associated therewith for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for damages, and collect the same or Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors and assigns.

2. Further Assurances. Assignor shall provide Assignee cooperation and assistance at Assignee's expense (including the execution and delivery of any and all affidavits, declarations, oaths, assignments, powers of attorney, assignment documents, exhibits, specimens or other documentation as may be reasonably required):

a. in the preparation and prosecution of any applications for renewal of registrations covering the Mark; and

b. in the prosecution or defense of any opposition, interferences, infringement suits, or other proceedings that may arise in connection with the Mark, including, but not limited to, testifying as to any facts relating to the Mark assigned herein and this Assignment.

3. Binding Effect. This Assignment shall be binding upon Assignor and inure to the benefit of Assignee and their respective successors and assigns.

