

04-17-2002

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FORM PTO-1594



(Rev. 6-93)

To the Honorable

102057806

M COVER SHEET

U.S. DEPARTMENT OF COMMERCE

RKS ONLY

Patent and Trademark Office

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Emmett C. Murphy

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State
- 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: September 2, 1998

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

Name: E.C. Murphy, LLC

Street Address: 4246 Ridge Lea Road

City: Amherst State: NY ZIP: 14226

- 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) and address(es) attached? Yes No

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

A. Trademark Application No.(s)

75/415,491

B. Trademark No.(s)

Additional Numbers attached? Yes No

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

Name: Martin G. Linihan

Hodgson Russ LLP

Internal Address: Intellectual Property Law Section

Street Address: One M&T Plaza, Suite 2000

City: Buffalo State: NY ZIP: 14203-2391

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:
08-2442

(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.

Martin G. Linihan, Reg. No. 24,926
Name of Person Signing

Signature

March 25, 2002
Date

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

4

Thereby Certify that this Correspondence is being deposited with the United States Postal Service as First Class Mail in an envelope addressed to: Assistant Commissioner for Trademarks, 2500 Crystal Drive, Arlington, VA 22202-3513

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231**

Martin G. Linihan
Name

Signature
March 25, 2002
Date of Signature

676831

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Agreement") is effective as of the 31st day of August, 1998 (the "Effective Date"), by and between Emmett C. Murphy, an individual, having a residence at 4696 Pine Manor, Clarence, NY 14031 ("Assignor") and E.C. Murphy, LLC, a Delaware limited liability company having its principal place of business at 4246 Ridge Lea Rd., Amherst, NY 14226 ("Assignee").

RECITALS

WHEREAS, Assignor holds all right, title and interest in and to the trademarks and associated applications and registrations listed on the attached Exhibit A (collectively, the "Trademarks"); and

WHEREAS, Assignee desires to obtain, and Assignor has agreed to assign, all of Assignor's right, title and interest in the Trademarks according to the terms of this Agreement.

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Assignment. Assignor hereby sells, assigns and transfers to Assignee, its successors, assigns and legal representatives, the entire right, title and interest in and to the Trademarks, and all applications and registrations therefor, including without limitation the right to sue for, settle, or release any past, present, or future infringement thereof, together with the goodwill of the business symbolized by the Trademarks. Assignee is henceforth the exclusive owner of the Trademarks and the goodwill they represent.

Section 2. Assistance. Assignor shall execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect the rights, title and interest in Assignee, its successors, assigns and legal representatives in the Trademarks.

Section 3. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument. Any counterpart may be delivered by facsimile.

* * * * *

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

Emmett C. Murphy
Emmett C. Murphy

State of New York
County of Erie ss:

On this 2 day of September, 1998, personally appeared Emmett C. Murphy the assignor above named, and acknowledged that he executed the foregoing Agreement.

Notary Public Signature

Mary R. Kanick

Mary R. Kanick
Notary Public, State of New York
Qualified in Erie County
No. 01KA5074859
Commission Expires 3/24/99

EXHIBIT A**Trademarks**

Mark	Appl. No.	Filing Date
STRUCTURAL IMAGING	75-364,396	Sept. 29, 1997
WORK IMAGING	75-364,395	Sept. 29, 1997
WORK PROCESS IMAGING	75-364,399	Sept. 29, 1997
WORK PROCESS IMAGING	75-364,205	Sept. 29, 1997
SERVICE IMAGING	75-415,492	Jan. 8, 1998
SERVICE IMAGING	75-414,938	Jan. 7, 1998
PERFORMANCE IMAGING	75-415,491	Jan. 8, 1998
PERFORMANCE IMAGING	75-414,854	Jan. 7, 1998