

05-28-2002



MAY 13 2002

RE 102103888 EET

TRADEMARKS ONLY

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

Submission Type

New 5-13-02

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 Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date

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 is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

05/24/2002 GTOM11 00000123 010840 2127753

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 325.00 CH

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 document and 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, Washington, 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 OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS 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: 002514 FRAME: 0379

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" value="2127753"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2127753"/>	<input type="text" value="1615425"/>	<input type="text" value="0735903"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1331659"/>	<input type="text" value="0802116"/>	<input type="text" value="0801667"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2355899"/>	<input type="text" value="0081928"/>	<input type="text" value="0654341"/>

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.

Patrick J. Viccaro

May 13, 2002

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

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Trademark Application Number(s)

Registration Number(s)

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0747470	1377876	1396442
1377877	0804525	<input type="text"/>
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ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement"), effective as of the 1st day of January, 1999, by and between **Teledyne Industries, Inc.**, a California corporation having its principal offices at 2049 Century Park East, Los Angeles, California (the "Assignor"), and **ATI Properties, Inc.**, a Delaware corporation, having its principal offices at 2049 Century Park East, Los Angeles, California (the "Assignee").

RECITALS

The Assignor has adopted and used in its businesses, worldwide, certain trade names and trademarks and is the owner of all rights and interests in and to these trade names and trademarks in the world, together with all trademark applications and registrations therefor identified in Exhibit A attached hereto as well as all worldwide rights in the patents and patent applications, including reissues, continuations, continuations-in-part, divisionals and foreign counterparts thereof, identified on Exhibit B and certain non-patented technical know-how and goodwill associated with the assets identified in Exhibits A and B (collectively, the "Intellectual Property"), including any amended or supplemented exhibits hereto as the parties may agree to in writing from time to time.

The Assignee is desirous of acquiring the Intellectual Property and goodwill associated with such Intellectual Property and the Assignor is willing to convey the Intellectual Property to the Assignee, upon and subject to the terms and conditions hereof.

Pursuant to a License Agreement dated as of even date herewith, the Assignee, concurrently herewith, is agreeing to license the Intellectual Property to the Assignor, and the Assignor is agreeing to license such Intellectual Property from the Assignee.

NOW, THEREFORE, in consideration of the foregoing premises and for valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Assignor and the Assignee, intending to be legally bound hereby agree as follows:

1. Conveyance of Trademark and Related Rights. The Assignor hereby conveys, assigns, transfers and sets over unto the Assignee the Assignor's entire right, title and interest in and to the Intellectual Property, worldwide, including without limitation the goodwill of the businesses in connection with which the Intellectual Property have been used and any and all past, present and future causes of action related to the Intellectual Property, the Intellectual Property to be held and enjoyed by the Assignee for its own use and on its own behalf, and to inure to the benefit of the Assignee, its successors and assigns.

2. Consideration. As consideration for the conveyance of the Intellectual Property made hereby, the Assignee shall issue shares of its common stock, par value \$.01 per share, to Assignor in accordance with the resolutions adopted at the meeting of its Board of Directors held on June 30, 1998.

3. Further Assurances. Upon request, the Assignor shall execute such additional documents as may be required to effect the foregoing conveyance and for recording purposes in connection with the transfer of ownership of the Trademark Rights to the Assignee.

4. Right of First Refusal. In the event that the Assignee wishes to sell or otherwise transfer the Trademark Rights or in the event of a Change in Control of the Assignee, the Assignor shall have the right to reacquire the Trademark Rights, for a period of one year from the date the Assignor receives written notice of the Assignee's intent to transfer the Trademark Rights or the occurrence of the Change in Control, by tendering to the Assignee the shares of common stock issued as provided in Section 2 whereupon the Assignee shall reassign the Trademark Rights to Assignor. The term Change of Control shall include:

(a) approval by the Assignee's stockholders of a reorganization, merger or consolidation, unless following such event, all or substantially all of the persons who were beneficial owners of the outstanding stock and voting securities (or equivalent) immediately prior to such event, following such event beneficially own, directly or indirectly, more than 80% of the combined voting power of the then outstanding voting securities of the resulting entity; or

(b) approval by the Assignee's stockholders of complete liquidation or dissolution of the Assignee or a sale or other disposition of all or substantially all of the assets of the Assignee.

5. Governing Law. The validity, performance, construction and effect of this Agreement shall be governed by the laws of the State of Delaware.

6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Assignor and the Assignee and their respective successors and assigns and such successors and assigns shall be bound by and subject to the terms and conditions of this Agreement including without limitation the right of first refusal provided in Section 4.

7. Entire Agreement; Amendments; Severability. This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements, written or oral, between the parties with respect to the subject matter hereof. No amendment or supplement to the Agreement shall be effective unless in writing and executed by the Assignor and the Assignee. This Agreement is intended to be severable; if any term of this Agreement is held invalid, illegal or unenforceable in whole or in part, neither the remaining part of such term nor the validity of any other term of this Agreement shall in any way be affected thereby.


8. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute but one and the same Agreement.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

ATTEST:

Assignor:
TELEDYNE INDUSTRIES, INC.

By: _____

By: 

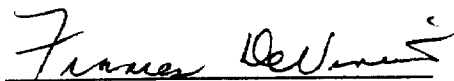
Name: James L. Murdy

Title: _____

Executive Vice President – Finance and
Title: Administration and Chief Financial Officer

ATTEST:

Assignee:
ATI PROPERTIES, INC.

By: 

By: 

Name: Mark A. Aspinwall

Title: Assistant Secretary

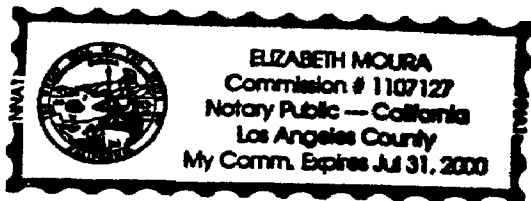
Title: Regional General Counsel

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) SS:

On this, the 6th day of May, 1999, before me, a Notary Public personally appeared (name and title) MARK A. ASPINWALL, Regional General Counsel, known to me (or satisfactory proven) to be person whose name is subscribed to the foregoing Assignment Agreement, and acknowledged that he is duly authorized and executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Elizabeth Moura
Notary Public



[Notarial Seal]

My commissions expires : 7/31/2000

<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
718-ER	2127753	01/06/98
718-OP	1615425	10/02/90
AIR HEAD	0735903	08/14/62
ALLCORR	331659	04/23/85
ALLVAC	0801667	01/11/66
TIOSTEUM	2355899	06/06/00
VASCO	0081928	05/16/11
VASCOJET	0654341	11/12/77
VASOMAX	0747470	04/02/63
VASCOMAX T-200	1377876	06/14/86
VASCOMAX T-250	1396442	01/14/86