

07-17-2002



IN THE UNI

102159128 TRADEMARK OFFICE

ATTY. DKT.: EBC-623

Box Assignment

Director - U.S. Patent and Trademark Office

Washington, DC 20231

TRADEMARK RECORDAL COVER SHEET

Please record the attached original document or copy thereof.

1. Conveying Party: The Ensign-Bickford Company

07/15/02

2. Receiving Party: Ensign-Bickford Aerospace & Defense Company
a Corporation of the State of Connecticut and having its principal place of business
at
640 Hopmeadow Street, Simsbury, Connecticut 06070-0483.

3. Description of interest conveyed or transaction:
Assignment of entire right, title and interest

Dates of Execution: December 19, 2001 and December 20, 2001

4. Trademark properties affected:
1. U.S. Trademark Registration No. 769,002
 2. U.S. Trademark Registration No. 1,543,301
 3. U.S. Trademark Registration No. 827,745
 4. U.S. Trademark Registration No. 823,867
 5. U.S. Trademark Registration No. 2,186,307
 6. U.S. Trademark Registration No. 2,128,929
 7. U.S. Trademark Registration No. 2,120,435

FINANCE SECTION
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RECORDS SECTION

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8. U.S. Trademark Registration No. 1,339,138
9. U.S. Trademark Registration No. 853,486
10. U.S. Trademark Registration No. 1,812,060

5. Address correspondence concerning this recordation request to:

Melinda A. Alden
Libert & Associates
3 Mill Pond Lane
Powder Forest Business Park
P.O. Box 538
Simsbury, CT 06070-0538
Telephone: (860) 651-9321
Facsimile: (860) 651-5735

6. Number of trademark properties affected: 10

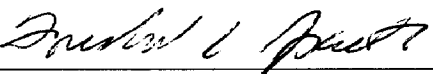
7. Total Fee (37 CFR 1.21(h)) is \$265.00.

Check No. 2566 in the amount of \$265.00 is enclosed as payment of the required fee.

Any deficiency in the fee and any other charges necessary to effectuate recordal may be charged to Deposit Account No. 12-1302 of Libert & Associates.

8. 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.

Date: July 8, 2002



Frederick A. Spaeth
Registration Number 33,793

9. Total number of pages including cover sheet and document to be recorded: 8

**ASSIGNMENT OF TRADEMARKS, GOODWILL
ASSOCIATED THEREWITH, AND REGISTRATIONS**

The Ensign-Bickford Company (below referred to as "ASSIGNOR"), a corporation of the state of Connecticut having a place of business at 660 Hopmeadow Street, Simsbury, Connecticut 06070-0483, represents that it is the owner of the trademarks and of the U.S. and foreign trademark registrations therefor set forth in Exhibit TA (two pages) attached hereto and hereby incorporated herein, the marks and registrations being referred to collectively herein as "the Assigned Marks".

Ensign-Bickford Aerospace & Defense Company (below referred to as "ASSIGNEE"), a corporation of the State of Connecticut with a place of business at 640 Hopmeadow Street, Simsbury, Connecticut 06070-0483, has succeeded to the former business of ASSIGNOR associated with the Assigned Marks.

ASSIGNEE has been "spun-off", i.e., divided from, ASSIGNOR, for the purpose of separately carrying out that portion of ASSIGNOR's former business associated with the Assigned Marks.

The parties hereto agree as follows:

ASSIGNOR and ASSIGNEE agree that ASSIGNEE has an equity interest in its pro-rata share of the value of the Assigned Marks plus other marks, registrations and applications therefor acquired by ASSIGNOR prior to ASSIGNEE being spun-off by ASSIGNOR. Such other marks, registrations and applications therefor are below referred to as "the Other Trademark Assets".

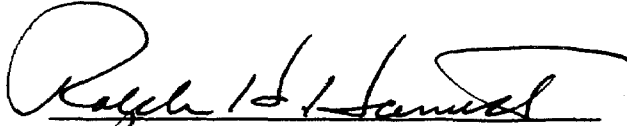
With effect from December 31, 2000, ASSIGNOR hereby assigns and transfers to ASSIGNEE all of ASSIGNOR's right, title and interest worldwide in and to each of the Assigned Marks and the goodwill of the business associated therewith, together with any and all registrations pertaining thereto and applications for such registrations, including those set forth in the attached Exhibit TA, together with any and all claims against others for past infringement of any of the Assigned Marks.

In consideration of the aforesaid assignment, ASSIGNEE hereby relinquishes and transfers to ASSIGNOR all of ASSIGNEE's aforesaid equity interest in the Other Trade-mark Assets.

IN WITNESS WHEREOF, ASSIGNOR affixes its signature hereto, as of the date set forth below:

ASSIGNOR
THE ENSIGN-BICKFORD COMPANY

December
November 19, 2001



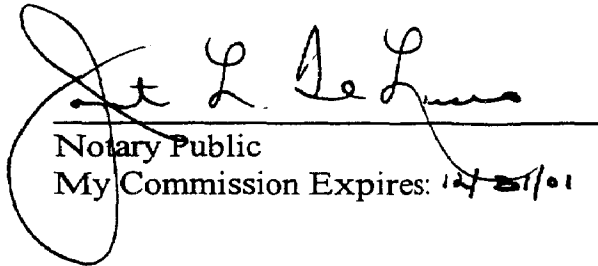
By Ralph H. Harnett
Title: President

State of Connecticut)
County of Hartford)

)ss.: Simsbury, Ct.

December

On this 19th day of ~~November~~, 2001, before me, a Notary Public in and for the State and County aforesaid, personally appeared Ralph H. Harnett, known or satisfactorily proven to me to be the person of whose name is subscribed to this instrument, who acknowledged that he held the position or title set forth therein, that he signed the instrument on behalf of the Corporation by proper authority and that the instrument was an act of the Corporation for the purposes stated therein.



Notary Public
My Commission Expires: 12/31/01

ACCEPTED BY:

ASSIGNEE
ENSIGN-BICKFORD AEROSPACE
& DEFENSE COMPANY

December
November 20, 2001



By: Michael T. Long
Title: Secretary

State of Connecticut)
)ss.:
County of Hartford)

On this 20th day of ~~November~~ ^{December}, 2001, before me, a Notary Public in and for the State and County aforesaid, personally appeared Michael T. Long, known ~~or~~ satisfactorily proven to me to be the person of whose name is subscribed to this instrument, who acknowledged that he held the position or title set forth therein, that he signed the instrument on behalf of the Corporation by proper authority and that the instrument was an act of the Corporation for the purposes stated therein.



Notary Public
My Commission Expires: 9/30/2003

ASSIGNED MARKS

Exhibit TA

<u>Mark</u>	<u>Case No.</u> <u>(Atty. Docket)</u>	<u>Country</u>	<u>Registration</u> <u>Number</u>	<u>Date of</u> <u>Registration</u>
DETASHEET	TM-525 (T-1288)	US	769,002	05/05/64
DISECT	TM-512 (T-1291)	US	1,543,301	06/13/89
HI-FLEX CDF	TM-25 (T-1305)	US	827,745	04/25/67
HOT LINE	TM-26 (T-1306)	US	823,867	02/14/67
PRIMACLAD	TM-534 (T-1320)	US	2,186,307	09/01/98
PRIMASHEET	TM-62 (T-1326)	US	2,128,929	01/17/97
PRIMASHEET	TM-62/CA (T-1326/CA)	Canada	403,869	10/23/92
PRIMASHEET	TM-62/NA (T-1326/NA)	Namibia	91/1195	10/29/91
PRIMASHEET	TM-62/ZA (T-1326/ZA)	South Africa	91/9087	10/28/91
PRIMASHEET	TM-62/ZM (T-1326/ZM)	Zambia	435/91	11/25/91
PRIMASHEET	TM-62/ZR (T-1326/ZR)	Zaire	2736/91	11/20/91
PRIMASHEET	TM-62/ZW (T-1326/ZW)	Zimbabwe	1065/91	11/08/91
PRIMASTICK	TM-535 (T-1327)	US	2,120,435	12/09/97
SOB	TM-40 (T-1329)	US	1,339,138	06/04/85
SOB	TM-40/CA (T-1329/CA)	Canada	397,573	04/24/92

<u>Mark</u>	<u>Case No.</u> <u>(Atty. Docket)</u>	<u>Country</u>	<u>Registration</u> <u>Number</u>	<u>Date of</u> <u>Registration</u>
TIMELINE	TM-27 (T-1335)	US	853,486	07/30/68
VISACORE	TM-523 (T-1282)	US	1,812,060(*)	12/21/93

(*) Registration lapsed.