

02-23-2006

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

DEPARTMENT OF COMMERCE
Patent and Trademark Office



2/21/06 RECORDATION 103183233 Attorney Docket No. 1342 AB
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Speck-Pumpen Daniel Speck & Sohne

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other German Company
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) **January 23, 2006**

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

**Speck-Pumpen Verkaufsgesellschaft
Karl Speck GmbH & Co.**

Internal Address: _____

Street Address: **Hauptstr. 1-3**

City: **D-91233 Neunkirchen**

State: _____

Country: **Germany** Zip: _____

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

00000058 0998142

0,998,142

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Charles E. Baxley, Esquire

Internal Address: Suite 309

Street Address: 90 John Street

City: New York

State: New York Zip: 10038

Phone Number: (212) 791-7200

Fax Number: (212) 791-7276

Email Address: ceb@hartbaxley.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) **\$40.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 02-1435
Authorized User Name Charles E. Baxley, Esquire

9. Signature:

Charles E. Baxley

Signature

February 16, 2006

Date

Charles E. Baxley, Esquire

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OFFICE OF PUBLIC RECORDS
2006 FEB 21 PM 3:39
FINANCE SECTION

02/22/2006 DISTRICT
01 FC:8521

ASSIGNMENT OF TRADEMARK

ASSIGNOR : **SPECK-PUMPEN DANIEL SPECK & SÖHNE**
(German company)

ASSIGNEE : **SPECK-PUMPEN VERKAUFSGESELLSCHAFT**
KARL SPECK GmbH & CO.
(German limited liability company)
Hauptstr. 1-3
D-91233 Neunkirchen, Germany

WHEREAS, SPECK-PUMPEN DANIEL SPECK & SÖHNE (German company) having a principal address at Lohbachstrasse 6, 8543 Hilpoltstein, Fed Rep Germany (hereinafter referred to as "Assignor"), is owner of and uses in his business the Trademark SPECK & Design.

WHEREAS, SPECK-PUMPEN VERKAUFSGESELLSCHAFT KARL SPECK GmbH & CO. (German limited liability company), having an address of Hauptstr. 1-3, D-91233 Neunkirchen, Germany (hereinafter referred to as "Assignee"), desires to acquire all of Assignor's right, title and interest in and to said Trademark along with all goodwill of the business connected with use of and symbolized by said Trademark and along with all common-law and statutory rights with respect thereto.

NOW THEREFORE, in consideration of payment of the sum of One Dollar (\$1.00) and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor has transferred, conveyed and assigned and hereby evidences such transference, conveyance and assignment to the Assignee (as well as Assignee's successors and assigns) all of Assignor's right, title and interest in and to each of the following:

- (1) United States Trademark Registration 0,998,142 registered

November 12, 1974 together with all goodwill of the business in connection with which said Trademark is used.

- (1) All common-law and statutory rights with respect to said Trademark SPECK & Design.
- (2) All rights to bring legal action against any third party for and to recover damages in the United States for infringement of said Trademark SPECK & Design, including monetary damages for any past infringement.
- (3) All rights to bring legal action and/or suits in equity in the United States against any and all third party(ies) and to seek injunctive and/or other equitable relief and/or to recover damages for unfair competition and/or other tortious conduct by any third party relating to the business conducted under said Trademark SPECK & Design, including but not limited to damages for such past unfair competition and/or other tortious conduct.
- (4) All trade dress, tradenames, artwork, designs relating to the business conducted under the Trademark SPECK & Design as well as all related copyrighted or copyrightable works (if any), advertisements, signage and the like.

IN WITNESS WHEREOF, SPECK-PUMPEN DANIEL SPECK & SÖHNE

(German company), has caused this

instrument to be executed on this 23rd day of January, 2006 on her own behalf.

SPECK-PUMPEN DANIEL SPECK & SÖHNE
Assignor

By : Walter Speck
Name : Walter Speck
Title : Assignor
Date : 23rd of January 2006

CEB:lp/1342AB