

MRD 7-22-98



RECC

07-27-1998

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings → → →



To the Honorable Commissioner of Patents.

100776047

original documents or copy thereof

1. Name of conveying party(ies):
Guy F. Atkinson Co. of California,
Guy F. Atkinson Co.,
Guy F. Atkinson Holdings, Ltd.

2. Name and address of receiving party(ies):
Name: Clark Heavy Construction, Inc.

Internal Address:

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

3. Nature of conveyance:

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

Street Address: 7500 Old Georgetown Rd.

City: Bethesda State: MD ZIP: 20814

Execution Date: 02/23/98

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

- (1) U.S.P. 4,270,783 (5) U.S.P. 4,328,522
(2) U.S.P. 4,272,084 (6) U.S.P. 4,347,468
(3) U.S.P. 4,277,223 (7) U.S.P. 4,396,313
(4) U.S.P. 4,311,946

Additional numbers attached? ☒ Yes ☐ No

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

Name: Jennifer A. Albert (Reg. No. 32,012)

6. Total number of applications and patents involved:

Internal Address: Arent Fox Kintner
Plotkin & Kahn, PLLC

7. Total fee (37 CFR 3.41): \$ 280.00

- ☒ Enclosed
☒ Deficiencies
☒ Authorized to be charged to deposit account

Street Address: 1050 Connecticut
Ave., N.W.

8. Deposit account number:
01-2300

City: Washington State: DC ZIP: 20036

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

07/24/1998 JSBABAZZ 00000008 4270783

01 FC:561

280.00 DP

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.

Jennifer A. Albert (Reg. No. 32,012)
Name of Person Signing

Jennifer A. Albert
Signature

7/22/98
Date

Total number of pages comprising cover sheet:

1

OMB No. 0651-0011 (exp. 4/94)

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

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ASSIGNMENT

THIS ASSIGNMENT ("Assignment"), made and entered into as of this 23rd day of February, 1998, by and between GUY F. ATKINSON COMPANY OF CALIFORNIA, a Delaware corporation, GUY F. ATKINSON COMPANY, a Nevada corporation, and GUY F. ATKINSON HOLDINGS, LTD., a Canadian federal corporation (collectively, "Seller"), and CLARK HEAVY CONSTRUCTION, INC., a California corporation, or its designee or assignee ("Buyer").

RECITALS

- A. On August 10, 1997, Seller filed for protection under Chapter 11 of the United States Bankruptcy Code, in cases entitled In re Guy F. Atkinson Company of California, Guy F. Atkinson Company, Guy F. Atkinson Holdings, Ltd., United States Bankruptcy Court, Northern District of California (the "Bankruptcy Court"), jointly administered as Case No. 97-33694-TC, (the "Bankruptcy Case").
- B. Seller and Buyer entered into that certain Asset Purchase Agreement dated February 4, 1998 ("APA").
- C. The Bankruptcy Court in the Bankruptcy Case, by order entered on February 6, 1998 (the "Order"), authorized the Seller to enter into and perform the APA, subject to the modifications specified in the Order.
- D. Seller is willing to assign to Buyer the intellectual property rights and other intangible property rights described in detail below, as well as the associated goodwill of the Business, all claims for past, present, and future infringement of such rights, the right to sue for damages in respect of all past, present, and future infringement thereof, and all applications and registrations for such rights.
- E. Buyer is desirous of acquiring from Seller the intellectual property rights and other intangible property rights described in detail below, as well as the associated goodwill of the Business, all claims for past, present, and future infringement of such rights, the right to sue for damages in respect of all past, present, and future infringement thereof, and all applications and registrations for such rights.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are hereby incorporated into the operative terms hereof and for one dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

PATENT

REEL: 9328 FRAME: 0258

1. Seller hereby sells, assigns, transfers, conveys, sets over, and delivers to Buyer, free and clear of all claims, liabilities, debts, mortgages, liens and encumbrances, all right, title, and interest of Seller in and to:
 - A. The names, trademarks, service marks, trade names, trade secrets, copyrights, patents and know-how used in the business of heavy civil, industrial and building construction by Seller excluding only (i) the business of Seller's division Atkinson Dynamics Company and (ii) the business of Seller's division Commonwealth Construction Company, and including all right, title and interest of Seller, if any, in those listed on Schedule A attached and made a part hereof; the goodwill and going concern value of the business, prequalifications, the management information systems and associated computer software, policies and procedures, and similar assets used in the business (hereinafter collectively the "IP Rights");
 - B. All applications and registrations for any of the IP Rights;
 - C. All manuals, booklets, texts, or other documentation in any medium which comprise a work of authorship or otherwise embody the IP Rights being hereby transferred;
 - D. All claims for past, present, and future infringement of the IP Rights; and
 - E. All right to sue and collect damages for past, present, and future infringement of any of the IP Rights.
2. Seller further agrees to cooperate in the effort to title all IP Rights in the name of Buyer (at Buyer's sole expense), including but not limited to the execution of additional documents for recording of the change in title to Buyer with appropriate governmental authorities.
3. Seller agrees to cooperate with Buyer to effect the transfer of any leases or other agreements necessary for the enjoyment of the IP Rights by Buyer.
4. This agreement shall be binding upon the parties, their successors and assigns, all others acting by, through, with or under their direction, and all those in privity therewith.
5. The assets conveyed hereunder include all rights to the names and trade names "Guy F. Atkinson Company of California," "Guy F. Atkinson Company," "Guy F. Atkinson Holdings," and all derivatives thereof,

together with all the other trade names of the Seller other than Atkinson Dynamics Company and Commonwealth Construction Company (collectively, the "Trade Names"). Seller covenants and agrees that from and after the date of this Assignment it will not use in any manner such Trade Names (except that on existing projects Seller will cause a prompt and orderly transition to a new name), and agrees and covenants that it will take all actions to immediately change its official corporate names and those of its subsidiaries Guy F. Atkinson Construction Ltd. and Guy F. Atkinson Company - Overseas, and will file promptly all appropriate documents to effectuate such name changes in every jurisdiction in which it is qualified, and will no longer use the Trade Names. With respect to the change of the corporate name "Guy F. Atkinson Company of California", Seller promptly shall use all reasonable efforts to obtain the written consents of the holders of a majority of the outstanding shares of common stock to the name change and, if unable to obtain the requisite consents, shall take all necessary action to effect the change at its next shareholders' meeting.

6. The assets conveyed hereunder include all rights to the trademarks and service marks of the Seller (collectively, the "Trademarks"). Seller covenants and agrees that from and after the date of this Assignment it will not use in any manner such Trademarks, and agrees and covenants that it will take all actions to immediately cease use of the Trademarks.
7. Seller covenants and agrees that it will do nothing which would have the effect of destroying or diminishing the value of the IP Rights assigned hereunder.
8. All notices, demands or other communications given hereunder shall be in writing and shall be sufficiently given if delivered by overnight delivery service or by telecopy, addressed as follows:

If to the Seller: Mr. John Whitsett
Therese Ambrusko, Esq.
1001 Bayhill Road
San Bruno, CA 94068
Telecopy No.: 650/876-1423

with copy to: Richard S. Grey, Esq.
Pillsbury Madison & Sutro LLP
235 Montgomery St.
San Francisco, A 94120
Telecopy No.: 415/983-1200

with a copy to: Margaret Sheneman, Esq./Patrick Murphy, Esq.
Murphy, Weir & Butler
101 California Street, 39th Floor
San Francisco, CA 94111

If to the Buyer to: Clark Heavy Construction, Inc.
c/o The Clark Construction Group, Inc.
7500 Old Georgetown Road
Bethesda, MD 20814
Attention: Mr. Richard Vaswani
Telecopy No.: 301/272-7404

with copy to: David M. Osnos, Esq.
Arent Fox Kintner Plotkin & Kahn
1050 Connecticut Avenue, NW
Washington, DC 20036
Telecopy No.: 202/857-6395

GUY F. ATKINSON COMPANY OF
CALIFORNIA, a Delaware
corporation

By 
John F. Whitsett, CEO

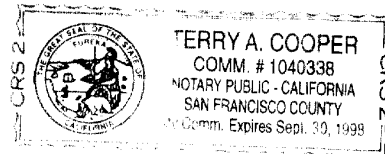
STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO)

On February 23, 1998 before me, Terry Cooper, personally appeared John F. Whitsett, proved to me on the basis of evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Terry A. Cooper
Terry Cooper

(Seal)



GUY F. ATKINSON COMPANY, a
Nevada corporation

By


John F. Whitsett, CEO

12704694

PATENT
REEL: 9328 FRAME: 0264

STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO)

On February 23, 1998 before me, Terry Cooper, personally appeared John F. Whitsett, proved to me on the basis of evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Terry A. Cooper
Terry Cooper

(Seal)



GUY F. ATKINSON HOLDINGS,
LTD., a Canadian federal
corporation

By 
John F. Whitsett, CEO

12704694

PATENT
REEL: 9328 FRAME: 0266

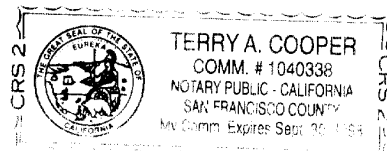
STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO)

On February 23, 1998 before me, Terry Cooper, personally appeared John F. Whitsett, proved to me on the basis of evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Terry A. Cooper
Terry Cooper

(Seal)



"Buyer"

CLARK HEAVY CONSTRUCTION, INC.

By: 

Dan T. Montgomery, President

[Print name and title]

COUNTRY OF UNITED STATES)

)

STATE OF Maryland)

SS:

)

COUNTY OF Montgomery)

On this ____ day of February, 1998, before me personally appeared Dan T. Montgomery to me known, who, being by me duly sworn did depose and say that he/she resides at 620 Boyle Lane, McLean, Virginia 22102, and that he/she is the President of Clark Heavy Construction, Inc., the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name hereto by like order.

I, a Notary, hereby state that sufficient proof has been given for my examination that Clark Heavy Construction Company, Inc. is a corporation duly organized and existing under the laws of California, U.S.A., and that Dan T. Montgomery, in his/her capacity as President of said corporation, is duly empowered and authorized to execute the foregoing instrument, all of which I attest.


Notary Public

(seal)

DRAGA L. DUBICK
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires August 1, 1998

2/26/98
Date

I. TRADEMARKS

TRADEMARK	IDENTIFYING NUMBER/DESCRIPTION
PRIMOMATIC	U.S. Reg. 636,150
BINGHAM & Design	Mexican App. 278,845
BINGHAM & Design	Mexican App. 283,416
BINGHAM DOUBLE VOLUTE RADIAL BALANCE	U.S. Reg. 714,967
LAKE CENTER INDUSTRIES	U.S. Reg. 1,004,445
SOFTOUCH (Stylized)	U.S. Reg. 1,049,968
WILLAMETTE & Circle Design	U.S. Reg. 1,142,215
TRIAD MANUFACTURING OF ROCHESTER	Minnesota Registration
ATKINSON CONSTRUCTION	California Registration
ATKINSON CONSTRUCTION CO. INC.	Common Law
ATKINSON CONSTRUCTION INC.	Common Law
ATKINSON CONSTRUCTION CO.	Common Law
ATKINSON-INTERNATIONAL DOMINICAN REPUBLIC	Common Law
ATKINSON-INTERNATIONAL HONG KONG	Common Law
ATKINSON-INTERNATIONAL (ARGENTINA)	Common Law
ATKINSON-INTERNATIONAL AUSTRALIA	Common Law
GUY F. ATKINSON HOLDINGS LTD.	Common Law
GUY F. ATKINSON COMPANY OF CALIFORNIA	California Corporate No. 526981
GUY F. ATKINSON COMPANY	California Corporate No. 160965
GUY F. ATKINSON CONSTRUCTION, LTD.	California Corporate No. 209470
GUY F. ATKINSON COMPANY - OVERSEAS	California Corporate No. 534271
GUY F. ATKINSON ASSOCIATES	California Registration

II. COPYRIGHTS

COPYRIGHT TITLE	IDENTIFYING NUMBER/DESCRIPTION
Guy F. Atkinson Company of California: a free enterprise success story. Author: Ray N. Atkinson	Registration No. TX-2-000-482, published 7/9/86
(Book) Los Angeles & Long Beach Harbor Tides, 1962	Registration No. A532269, published 11/10/61
(Book) Los Angeles & Long Beach Harbor Tides, 1963	Registration No. A596366, published 11/16/62
(Book) Los Angeles & Long Beach Harbor Tides, 1964	Registration No. A667122, published 11/26/63
(Book) Los Angeles & Long Beach Harbor Tides, 1965	Registration No. A730394, published 11/20/64
(Book) Los Angeles & Long Beach Harbor Tides, 1966	Registration No. 855693, published 11/23/65
(Book) Los Angeles & Long Beach Harbor Tides, 1967	Registration No. A892297, published 12/12/66
(Book) Los Angeles & Long Beach Harbor Tides, 1968	Registration No. A962509, published 12/19/67
(Book) Los Angeles & Long Beach Harbor Tides, 1969	Registration No. A33062, published 11/20/68

III. PATENTS

PATENT TITLE	IDENTIFYING NUMBER/DESCRIPTION
Knot tying device	U.S. Patent No. 4,902,050
Clamp	U.S. Patent No. 4,884,792
Vacuum switch	U.S. Patent No. 4,716,264
Ice thickness controller for an ice making machine	U.S. Patent No. 4,638,640
Method and means for laying an underwater pipeline	U.S. Patent No. 4,465,400
Solid-state electronic brush speed sensing control	U.S. Patent No. 4,938,231
Method of forming flooring in tunnels	U.S. Patent No. 4,396,313

Flow-adjusted hydraulic rotary machine	U.S. Patent No. 4,355,953
Electronic variable speed automotive blower control system	U.S. Patent No. 4,347,468
Brush speed sensing control for vacuum cleaner	U.S. Patent No. 4,328,522
Actuator with electric feedback signal	U.S. Patent No. 4,311,946
Case construction for multi-stage pump	U.S. Patent No. 4,277,223
High pressure shaft seal	U.S. Patent No. 4,272,084
Door lock actuator	U.S. Patent No. 4,270,783
Explosively actuated overspeed decoupler	U.S. Patent No. 3,977,213
Torque limiting system and method	U.S. Patent No. 3,913,419

IV. TRADE NAMES

TRADE NAME	IDENTIFYING NUMBER/DESCRIPTION
ATKINSON CONSTRUCTION	California Registration
ATKINSON CONSTRUCTION CO. INC.	Common Law
ATKINSON CONSTRUCTION INC.	Common Law
ATKINSON CONSTRUCTION CO.	Common Law
ATKINSON - INTERNATIONAL DOMINICAN REPUBLIC	Common Law
ATKINSON - INTERNATIONAL HONG KONG	Common Law
ATKINSON - INTERNATIONAL (ARGENTINA)	Common Law
ATKINSON - INTERNATIONAL AUSTRALIA	Common Law
GUY F. ATKINSON HOLDINGS LTD.	Common Law
GUY F. ATKINSON COMPANY OF CALIFORNIA	California Corporate No. 526981
GUY F. ATKINSON COMPANY	California Corporate No. 160965
GUY F. ATKINSON CONSTRUCTION, LTD.	California Corporate No. 209470
GUY F. ATKINSON COMPANY -	California Corporate No. 534271

OVERSEAS	
GUY F. ATKINSON ASSOCIATES	California Registration
GUY F. ATKINSON CONSTRUCTION CO.	Common Law
GUY F. ATKINSON CONSTRUCTION	Common Law
TRIAD MANUFACTURING OF ROCHESTER	Minnesota Registration

BBMSF 372514
39430-0901

RECORDED: 07/22/1998

PATENT
REEL: 9328 FRAME: 0272