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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

FIRST UNION NATIONAL BANK, AS
SUCCESSOR BY MERGER TO CORESTATES
BANK, N.A.

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

2. Name and address of receiving party(ies)

1998 OCT -2 PM 2: 25
Name: SIMCO SALES / SERVICE OF
PENNSYLVANIA, INC.

Internal Address: _____

Street Address: 3100 Marwin Avenue

City: Bensalem State: PA ZIP: 19020

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

3. Nature of conveyance:

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

Execution Date: August 20, 1998

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)

D285,620; D286,700; D286,731

Additional numbers attached? Yes No

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

Name: KELLEY DRYE & WARREN LLP

Internal Address: MS. MARIEE PILKINGTON
LEGAL ASSISTANT

Street Address: 101 PARK AVENUE

City: NEW YORK State: NY ZIP: 10178

6. Total number of applications and patents involved:

3

7. Total fee (37 CFR 3.41).....\$ 120.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

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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.

LORI POTTS

Name of Person Signing

Signature

9/25/98

Date

4

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

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

Commissioner of Patents & Trademarks, Box Assignments

PATENT

Washington, D.C. 20231

REEL: 9479 FRAME: 0836

ASSIGNMENT OF PATENTS

WHEREAS, on February 21, 1992, **SIMCO SALES SERVICES OF PENNSYLVANIA, INC.**, a Pennsylvania corporation with offices at 3100 Marwin Avenue, Bensalem, Pennsylvania 19020 ("Assignee"), executed a certain Assignment of Letters Patent in favor of CoreStates Bank, N.A., a national bank with offices at 4th Floor, 1339 Chestnut Street, Philadelphia, Pennsylvania 19107 (the "Secured Creditor"), pursuant to which all of Assignee's rights in certain patents owned by Assignee were assigned and transferred to the Secured Creditor, which Assignment of Letters Patent is recorded with the U.S. Patent and Trademark Office at Reel/Frame 6096/0147 (the "First Assignment"); and

WHEREAS, on May 9, 1996, Assignee entered into a certain Collateral Assignment of Patents and Trademarks with the Secured Creditor, pursuant to which all of Assignee's rights in certain patents owned by Assignee were assigned and transferred to the Secured Creditor, which Collateral Assignment of Patents and Trademarks is recorded with the U.S. Patent and Trademark Office at Reel/Frame 8209/0020 (the "Second Assignment");

WHEREAS, in connection with the repayment of all sums owed by Assignee to the Secured Creditor, the Secured Creditor has agreed to assign and transfer back to Assignee all of the Secured Creditor's rights in and to, and to release all of the Secured Creditors claims in or to, such patents and all other rights granted to the Secured Creditor under either or both of the First Assignment and the Second Assignment.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the **SECURED CREDITOR**, for itself and its successors and assigns, hereby assigns and transfers to **ASSIGNEE**, its successors and assigns (collectively, "Assignee"), all of the Secured Creditor's right, title and interest in and to, and releases any claim that it may have in or to, all patents and patent applications included in or subject to either or both of the First Assignment or the Second Assignment, including without limitation all of the patents set forth on Schedule A attached hereto and made a part hereof, together with all rights to any inventions and discoveries disclosed therein, any divisional, renewal, substitute, continuation or convention patents or patent applications based in whole or in part upon any of such inventions or discoveries, and any letters patent and extension or reissue patents hereafter granted in respect of such inventions or discoveries, as well as all other rights granted to the Secured Creditor under either or both of the First Assignment and the Second Assignment.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Patents to be executed by its duly authorized officer as of this 20 day of August, 1998.

**FIRST UNION NATIONAL BANK,
as successor by merger to
CoreStates Bank, N.A.**

By: James A. Kelly, VP

Name: JAMES A. KELLY

Title: Vice President

SCHEDULE A

REGISTERED PATENTS

<u>Reg. No.</u>	<u>Title</u>	<u>Date Issued</u>
D286,731	Ice Cream Sandwich	11/18/86
D286,700	Ice Cream Sandwich	11/18/86
D285,620	Ice Cream Sandwich	9/16/86

COMMONWEALTH OF PENNSYLVANIA :
 :
 COUNTY OF PHILADELPHIA : SS.
 :

On the 20th day of August, 1998, before me, a notary public, in and for the Commonwealth and County aforesaid, personally appeared James Kelly, who, having been by me duly sworn and having executed the foregoing instrument in my presence, did depose and say that he is the V.P. of **FIRST UNION NATIONAL BANK**, as **successor by merger to CoreStates Bank, N.A.**, the corporation that executed the foregoing instrument; that he executed said instrument on behalf of said corporation; and that he was duly authorized to do so, **FIRST UNION NATIONAL BANK, as successor by merger to CoreStates Bank, N.A.**, intending to be legally bound thereby and intending that said instrument be properly recorded.

Patricia E. Halberstadt
 NOTARY PUBLIC

My Commission Expires:

NOTARIAL SEAL
 Patricia E. Halberstadt, Notary Public
 City of Philadelphia, Phila. County
 My Commission Expires Dec. 30, 2000