

07-10-2000

FORM PTO-1595

(Rev. 6-93)

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



101398977

ET

## 1. Name of Conveying party(ies):

SANITARY COUPLERS, INCORPORATED

Additional name(s) of conveying Party(ies) attached?

[ ] Yes [x] No

JUN -8 AM 11:53

APR/FINANCE

MRD

6-8-00

## 2. Name and address of Receiving Party(ies):

NORTON PERFORMANCE PLASTICS CORPORATION

150 Dey Road,

Wayne, New Jersey 07470

Additional name(s) &amp; address(es) attached?

[ ] Yes [x] No

## 3. Nature of conveyance:

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

Execution Date: July 30, 1999

## 4. Application number(s) or Patent numbers(s):

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

A. Patent Application No.(s) 08/719,090

B. Patent No.(s): 5,240,291, 5,393,104

Additional numbers attached? [ ] Yes [x] No

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

Mary E. Porter, Esq.  
Intellectual Property Law Department, M/S 412/101  
NORTON COMPANY  
1 New Bond Street, Box Number 15138  
Worcester, MA 01615-0138 USA

## 6. Total number of applications and patents involved: 3

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

120.00

☒ Authorized to be charged to deposit account

8. Deposit account number: 14-1400

07/06/2000 ASCOTT 00000067 141400 08719090

01 FC:581 120.00 CH

DO NOT USE THIS SPACE

## 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.

Mary E. Porter, Reg. No. 33,440  
Name of Person Signing

Signature

6-5-00

Date

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

5

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

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

ATTENT:PTO1595,PRM

PATENT  
REEL: 010892 FRAME: 0118

## **PATENT RIGHTS ASSIGNMENT**

Whereas, Sanitary Couplers Incorporated, an Ohio corporation with a principal place of business in Springboro, Ohio is the sole and exclusive owner of the United States Letters Patents and United States Letters patent applications listed in Schedule 5.11 ("Intangible Property") of a certain Asset Purchase Agreement between the parties herein dated July 30, 1999, a copy of which Schedule is attached hereto; and

Whereas, NORTON PERFORMANCE PLASTICS CORPORATION, a Delaware corporation (hereinafter "PERFORMANCE PLASTICS"), is desirous of acquiring the right, title and interest in, to and under said Scheduled Patents and the inventions disclosed and claimed therein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SANITARY COUPLERS INCORPORATED hereby sells, assigns, and transfers to PERFORMANCE PLASTICS and the successors, assigns and legal representatives of PERFORMANCE PLASTICS:

A) its entire right, title and interest in and to the patents and patent applications set forth in the attached Schedule, including all corresponding US and foreign patents and legal equivalents thereof (such as registrations, utility models, design patents, inventor's certificates and the like) and to all patents, continuations, divisions, registrations and renewals or any reissue or reexamination resulting therefrom. (hereinafter "Rights"), including the right to claim priority from Rights; and

B) all claims for damages by reason of past infringement of the Rights, with the right to sue for and collect the same, to be held and enjoyed by PERFORMANCE PLASTICS for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, and other legal representatives, to the ends of the terms for which the Scheduled Patents are or may be granted or reissued as fully and entirely as the same would have been held and enjoyed by SANITARY COUPLERS INCORPORATED, if this assignment, sale and transfer had not been made.

SANITARY COUPLERS INCORPORATED hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

SANITARY COUPLERS INCORPORATED further covenants that PERFORMANCE PLASTICS will, upon its request, be provided promptly with all pertinent facts and documents relating to Rights and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to PERFORMANCE PLASTICS or its legal representatives any and all papers, instruments or affidavits required to perfect title, record assignment of, apply for, obtain, maintain, issue and enforce said Rights.

AND, SANITARY COUPLERS INCORPORATED hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all letters patents of the United States resulting from said applications and any continuations, divisionals and reissues of any patents of Scheduled Patents to PERFORMANCE PLASTICS as assignee of the entire right, title and interest

thereto, and hereby covenants that he has full right to convey the entire right, title and interest herein assigned, sold and transferred and that he has not executed, and will not execute, any agreement inconsistent therewith.

IN TESTIMONY WHEREOF, SANITARY COUPLERS INCORPORATED has caused this assignment to be executed by an officer therunto duly authorized as of the 30th day of July, 1999.

SANITARY COUPLERS INCORPORATED

By

Name:

Title:

*Jeffrey S Zornow*  
*President*

Attest

Secretary

*Linda K Zornow*  
*Linda K. Zornow*

SCHEDULE 5.11

Intangible Property

(a)

Description

1. U.S. Patent 5,240,291, Sanitary Hose Coupler
2. U.S. Patent 5,393,104 Sanitary Hose Coupler
3. U.S. Patent Application 08/719.090, Sanitary Hose polymer insert
4. EU Patent Application EP97850003.1., Sanitary Hose polymer insert
5. PERMASEAL, U.S. Registered Trademark 1,996,908
6. PUREGUARD, U.S. Registered Trademark 1,979,919
7. SANIGARD, U.S. Registered Trademark 1,979,918
8. GLADIATOR, U.S. Registered Trademark 1,988,688
9. SENTRY, U.S. Registered Trademark 2,023,372
10. RE SEAL, U.S. Registered Trademark 2,076,674
11. CLEARGARD, U.S. Registered Trademark 2,104,583
12. (Logo), U.S. Registered Trademark 2,178,313

(b) This Intangible Property is all owned by Sanitary Couplers Incorporated.

(c) (License Agreements) None.

Doc. 27015