

06-23-1998

COVER SHEET  
ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



Tab settings

100711599

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

1. Name of conveying party(ies):  
Hoechst Celanese Corporation

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance: **MRO 5-5-98**

- Assignment
- Security Agreement
- Other corrected assignment to delete Reg. No. 697,681 from assignment previously recorded at Reel/Frame 1680/0374 on February 4, 1998.
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Name: Marcus International, Inc.  
 Internal Address: \_\_\_\_\_  
 Street Address: 616 F.M. 1960 West, Suite 210  
 City: Houston State: Texas ZIP: 77090

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Texas
- 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)  
Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
697,681 THERM-O-GUARD

Additional numbers attached?  Yes  No

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

Name: Eileen T. Brown  
 Internal Address: Hoechst Celanese Corporation  
 Street Address: 90 Crystal Run Road  
Suite 300  
 City: Middletown State: NY ZIP: 10941

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

08-2449

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

DO NOT USE THIS SPACE

**NO SPEC FEE**

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.

EILEEN T. BROWN  
Name of Person Signing

*Eileen T. Brown*  
Signature

28 April 1998  
Date

8

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

RECORDATION FORM COV  
**TRADEMARKS**

03-19-1998

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of.

To the Honorable Commissioner of Patents and Trademarks: Please record

1. Name of conveying party(ies):

HOECHST CELANESE CORPORATION

- Individual(s)
  - General Partnership
  - Corporation-State
  - Other
- Association
  - Limited Partnership

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

2. Name and address of receiving party(ies)

Name: CELANESE INTERNATIONAL CORPORATION

Internal Address: \_\_\_\_\_

Street Address: 1601 LBJ Freeway

City: Dallas State: Texas ZIP: 75234

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Delaware
- 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)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: December 30, 1997

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

A. Trademark Application No.(s)

75/245475 CELECTIV

(See attached Schedule A)

B. Trademark Registration No.(s)

1,932,459 BE AWARE WORK WITH CARE & Design

(See attached Schedule A)

Additional numbers attached?  Yes  No

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

Name: EILEEN T. BROWN

Internal Address: HOECHST CELANESE CORPORATION

Street Address: 90 Crystal Run Road Suite 300

City: Middletown State: NY ZIP: 10941

6. Total number of applications and registrations involved: 53

7. Total fee (37 CFR 3.41).....\$ 1340.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

08-2449

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

DO NOT USE THIS SPACE

*chg 1340*

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.

EILEEN T. BROWN

Name of Person Signing

*Eileen T. Brown*

Signature

3 February 1998

Date

Total number of pages including cover sheet, attachments, and document: 7

**Applications: Continued from Item 4A of Recordation Cover Sheet**

<u>Trademark</u>	<u>Serial Number</u>
CELAWEB	75/342931

**Registrations: Continued from Item 4B of Recordation Cover Sheet**

<u>Trademark</u>	<u>Registration No.</u>
C & Design	831,526
C & Design	832,788
C & Design	847,903
C & Design	999,466
C CELANESE & Design	832,786
C CELANESE & Design	834,808
C CELANESE & Design	847,073
CEL-OIL	697,680
CELACLOUD	736,197
CELADRY	390,045
CELAFIL	373,405
CELAFIL	668,521
CELAIR	670,802
CELALOFT	673,259
CELAMESH	388,098
CELAN & Design	1,715,870
CELANAIRE	388,306
CELANESE	506,533
CELANESE	786,224
CELANESE	786,477
CELANESE	322,821
CELANESE	385,189
CELANESE & Design	179,796
CELANESE & Design	240,681
CELANESE & Design	834,807
CELANESE & Design	811,180
CELANESE & Design	831,525
CELANESE & Design	832,787
CELANESE LANESE	394,066
CELANESE LANESE	394,299
CELANEX	924,042
CELANNA	399,734
CELAPERM	371,980
CELAPLAID	390,729

**Registrations (Con't): Continued from Item 4B of Recordation Cover Sheet**

<u>Trademark</u>	<u>Registration No.</u>
CELASCREEN	388,099
CELASQUARE	388,100
CELASTRAND	388,293
CELASTREAM	388,294
CELASTRIPE	390,730
CELAVALE	388,295
CELAWEB	1,708,258
CELAWRAP	390,663
CELAZOLE	1,410,999
CELAZOLE	1,537,394
CELLUGUARD	697,682
CELLULUBE	664,242
CELLUTHERM	697,679
FLOWCALC	2,053,454
FORMCEL	545,328
THERM-O-GUARD	697,681

## QUITCLAIM TRADEMARK ASSIGNMENT

This Quitclaim Trademark Assignment (the "Assignment") is made effective as of the 3rd day of March, 1997, by and between Hoechst-Celanese Corporation, a Delaware corporation, having its principal place of business in Somerville, New Jersey (the "Assignor"), and Marcus International, Inc., a Texas corporation having its principal place of business at 616 F.M. 1960 West, Suite 210, Houston, Texas 77090 (the "Assignee")

### 1. Assignment.

1.1 For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and transfers to Assignee, and its successors and assigns, whatever right, title or interest, if any, it may have, in and to the following property (collectively the "Assigned Property"): (i) the trademark and trademark registration described in Schedule A attached hereto (the "Transferred Trademark"), (ii) the goodwill of the business symbolized by the Transferred Trademark, and (iii) any cause of action that has heretofore arisen or that may arise hereafter with respect to unconsented use or infringement of the Transferred Trademark.

### 2. No Representation.

2.1 By accepting this Assignment, Assignee acknowledges that the foregoing assignment is being made on an AS IS, WHERE IS basis, that the Assignor has not made any representations or warranties to Assignee of any type whatsoever with respect to the Assigned Property or the nature or extent, if any, of its rights therein, and that Assignee has conducted whatever investigation Assignee deems appropriate with respect to the existence, condition, validity of or other matters affecting the Assigned Property.

### 3. Further Assurances.

3.1 The Assignor shall execute, or use its best efforts to have executed, at the expense of Assignee, such further instruments or documents as may be reasonably requested by Assignee in order to more fully effectuate the assignment of the Assigned Property pursuant hereto.

### 4. Assigns

4.1 The benefits and burdens of this Assignment shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

### 5. Governing Law.

5.1 This Agreement shall be governed by the internal laws of the state of Texas.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be signed by their respective duly authorized officers as of the 5th day of March, 1997.

HOECHST-CELANESE CORPORATION  
as ASSIGNOR

By: *Donald R. Cassady*

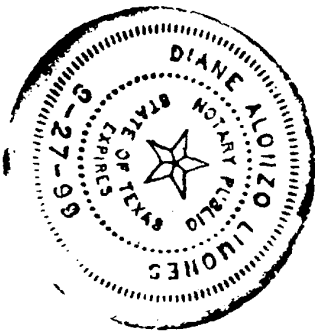
Title: Associate General Counsel and Unit Manager

STATE OF TEXAS §

§

COUNTY OF Nueces §

SUBSCRIBED to before me by Donald R. Cassady,  
Associate General Counsel & (Title), Hoechst Celanese Corporation (Company),  
Unit Manager  
known by me to be the same, on this the 5th day of March, ~~1996~~ 1997.



*Diane Alonzo-Trimmis*

Notary Public in and for  
THE STATE OF TEXAS

My Commission Expires: 9-27-99

50200.H11

SCHEDULE A

United States Trademark Registration No. 697,681  
for the trademark "THERM-O-GUARD"

50200.H11