

10-01-1998

COVER SHEET
ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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



Tab settings

To the Honorable Commission

100842284

Send the attached original documents or copy thereof.

1. Name of conveying party(ies):

G S Technologies, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: July 30, 1998

2. Name and address of receiving party(ies)

Name: American Home Products Corporation

Internal Address: CRR/FINANCE

Street Address: Five Giralda Farms

City: Madison State: NJ ZIP: 07940

- 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

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

A. Trademark Application No.(s)

75/138,715

B. Trademark Registration No.(s)

1,538,697

1,943,401

1,954,679

Additional numbers attached? Yes No

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

Name: Mr. Ron Adams

Internal Address: American Home Products Corp.
2-B1

Street Address: One Campus Drive

City: Parsippany State: NJ ZIP: 07054

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

01-1425

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

10/01/1998 JMM/BJZ 00000010 011425 75120715

DO NOT USE THIS SPACE

01 FC:401 40.00 CH
02 FC:402 75.00 CH

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.

Egon E. Berg
Name of Person Signing

Egon E Berg
Signature

September 21, 1998
Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 1794 FRAME: 0093

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ASSIGNOR: G S TECHNOLOGIES, INC.

ASSIGNEE: AMERICAN HOME PRODUCTS CORPORATION

UNITED STATES TRADEMARK ASSIGNMENT

THIS ASSIGNMENT, effective as of the 30th day of July, 1998, is made by and between **G S TECHNOLOGIES, INC.**, an Iowa corporation with its office at 410 Ocean Avenue, Lynbrook, New York 11563 ("Assignor"), and **AMERICAN HOME PRODUCTS CORPORATION**, a Delaware corporation with its office at Five Giralda Farms, Madison, New Jersey 07940 ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor is the sole owner of the entire right, title and interest in and to the trademarks and the applications for registration and/or registrations granted in respect thereof, all as set forth on the attached Schedule;

WHEREAS, Assignor desires to sell, transfer and assign to Assignee all of Assignor's right, title and interest in and to the trademarks and the registrations and/or the applications for registration therefore together with the portion of the business to which the trademarks pertain or the goodwill of the business in connection with which the trademarks are used and which is symbolized by the trademarks, along with the right to recover for damages and profits for past infringements thereof;

WHEREAS, Assignee desires to acquire from Assignor all of Assignor's right, title and interest in and to the trademarks and the registrations and/or the applications for registration therefor together with the portion of the business to which the trademarks pertain or the goodwill of the business in connection with which the trademarks are used and which is symbolized by the trademarks, along with the right to recover for damages and profits for past infringements thereof.

NOW, THEREFORE, for one dollar and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby sells, transfers and assigns to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the trademarks and the registrations and/or applications for registration therefor set forth on the attached Schedule, together with the portion of the business to which the trademarks pertain or the goodwill of the business in connection with which the trademarks are used and which is symbolized by said trademarks, along with the right to recover for damages and profits for past infringements thereof.

TO HAVE AND TO HOLD by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had not this transfer and assignment been made.

Assignor covenants and agrees that no assignments, sale, agreement or encumbrance has or will be made or entered into which would conflict with this assignment and sale.

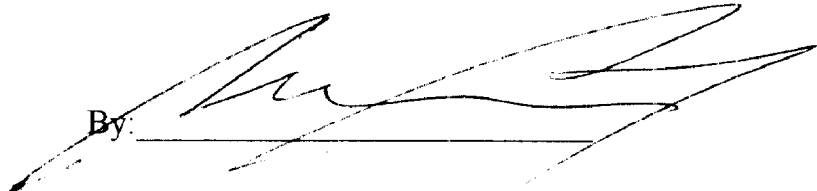
Assignor covenants and agrees that it will, without charge to Assignee, whenever so requested by Assignee, execute and deliver such further instruments and perform any other reasonable acts that Assignee may require as may be necessary or convenient for vesting in Assignee the full benefit of all of the rights and premises hereby assigned and/or provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

The Commissioner of Patents and Trademarks is hereby respectfully requested to record this assignment in the United States Patent and Trademark Office against the files of the applications or registration herein described.

EXECUTED THE 30th DAY OF JULY, 1998

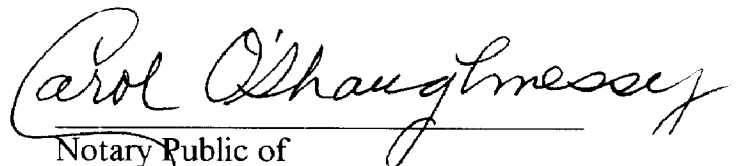
ASSIGNOR:

GS TECHNOLOGIES, INC.

By: 

UNITED STATES OF AMERICA)
STATE OF NEW YORK)
COUNTY OF NEW YORK)

On this 30 day of July 1998, before me appeared ALAN KUNICK to me known and known to me to be an authorized representative of GS Technologies, Inc. who executed the foregoing instrument, and he acknowledged to me that he executed the same, with authorization of and on behalf of GS Technologies, Inc.



Notary Public of
CAROL O'SHAUGHNESSY
Notary Public, State of New York
No. 24-4856428
Qualified in Kings County
Commission Expires Apr. 2000