

07-16-2001

FORM PTO-1594
(Rev. 3/01)

RECOR



COVER SHEET

U.S. DEPARTMENT OF COMMERCE
U. S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

1 101776982

ONLY

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

1. Name of conveying party(ies):
Display Technologies, L.L.C. (a New York Limited Liability Company)

Individual(s) Association
 General Partnership Limited Partnership
 Corporation – New York
 Other

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

2. Name and address of receiving party(ies):
Name: Display Technologies, LLC (a Delaware Limited Liability Company)

Internal Address:
 Street Address: **111-01 14th Avenue**

City: **College Point** State: **NEW YORK** ZIP: **11356**

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) and addresses attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date(s): **June 13, 2001**

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

A. Trademark Application No(s).

76/166,396
76/166,397
75/541,032

B. Trademark No(s)

1,807,576
2,162,673
2,224,765
2,177,340
2,164,566

Additional numbers attached? Yes No

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

Name: Craig J. Lervick
Internal Address: 3300 Plaza VII Building
Street Address: 45 South Seventh Street
City: Minneapolis State: MN ZIP: 55402
Our File No.: 11122/176

6. Total number of applications and registrations involved: **8**

7. Total Fee (37 CFR 3.41) \$320.00.

Enclosed
 Authorized to be charged to deposit account
 Authorized to charge any underpayment or credit any overpayment to deposit account.

8. Deposit account number:
15-0627

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

App. Ref: 07/16/2001 LMUELLER 0016040500
150627 Name/Number: 76166396
FC-704 \$105.00 CR

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.

Craig J. Lervick, Reg. No. 35,244 *Craig J. Lervick* **July 2, 2001**
 Name of Person Signing Signature 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 Patent & Trademarks, Box Assignments
Washington, D.C. 20231

07/16/2001 LMUELLER 00000049 76166396

01 FC:481 40.00 DP
02 FC:482 175.00 DP

TC2: 530774 v01 07/02/2001

TRADEMARK
REEL: 002328 FRAME: 0017

TRADEMARK ASSIGNMENT

WHEREAS, Display Technologies, L.L.C., a New York limited liability company, having its principal offices at 111-01 14th Avenue, College Point, New York 11356 (the "Assignor"), is the owner of the entire right, title and interest in, to and under the U.S. and foreign trademarks identified on Exhibit A hereto (collectively, the "Trademarks"); and

WHEREAS, Display Technologies, LLC, a Delaware limited liability company (the "Assignee") is a party to that certain Asset Purchase and Contribution Agreement dated May 30 2001, between, inter alia, the Assignor and Assignee (the "Purchase Agreement") and a Subscription Agreement dated as of June 1, 2001 between, inter alia, the Assignor and Assignee (the "Subscription Agreement"), pursuant to which Assignor is purchasing or acquiring by contribution substantially all the business and assets of the Seller including all of the Trademarks in accordance with the provisions the Purchase Agreement and the Subscription Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Assignor hereby sells, irrevocably assigns, contributes and transfers unto Assignee, its successors and assigns, its entire right, title and interest in, to and under (a) the Trademarks, along with the registrations and applications therefor, (b) all common law trademarks used in the Business (as defined in the Purchase Agreement) and (c) all goodwill associated with, and causes of action arising from, the Trademarks.
2. The Assignor hereby authorizes Assignee, its successors and assigns, or anyone it may properly designate, to execute, file and deliver such instruments, in the United States and any and all foreign countries, as may be necessary, appropriate or desirable to establish Assignee's record ownership of the Trademarks.
3. Upon said consideration, Assignor does hereby covenant and agree with Assignee, its successors and assigns, that it will not execute any writing or do any act whatsoever conflicting with these provisions, and that Assignor will at any time upon request, without further or additional consideration, but at the expense of Assignee, its successors and assigns, execute such additional writings and do such additional acts as Assignee, its successors and assigns, may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in establishing Assignee's record ownership of the Trademarks, and in enforcing any rights by giving testimony in any proceedings or transactions involving the Trademarks.

This Assignment may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.


IN WITNESS WHEREOF, the Assignee and Assignor have caused this Trademark Assignment to be executed by a duly authorized officer.

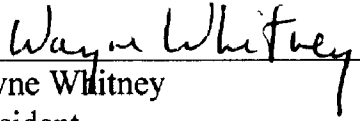
ASSIGNOR

ASSIGNEE

DISPLAY TECHNOLOGIES L.L.C., a New York limited liability company

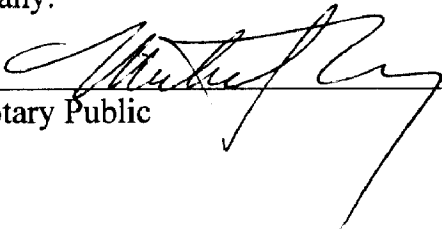
DISPLAY TECHNOLOGIES LLC, a Delaware limited liability company

By: 
Richard Jay
Its: President

By: 
Wayne Whitney
Its: President

STATE OF New York)
) ss.
COUNTY OF New York)

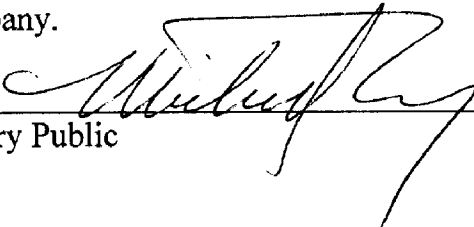
The foregoing instrument was acknowledged before me this 13 day of June, 2001 by Richard Jay, the President of Display Technologies, L.L.C., a New York limited liability company, on behalf of said company.


Notary Public

MICHAEL TSANG
NOTARY PUBLIC STATE OF NEW YORK
NO. 02TS5082735
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES JULY 28, 2001

STATE OF New York)
) ss.
COUNTY OF New York)

The foregoing instrument was acknowledged before me this 13 day of June, 2001 by Wayne Whitney, the President of Display Technologies, LLC, a Delaware limited liability company, on behalf of said company.


Notary Public

MICHAEL TSANG
NOTARY PUBLIC STATE OF NEW YORK
NO. 02TS5082735
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES JULY 28, 2001

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EXHIBIT A**REGISTERED TRADEMARKS****U.S**

Mark	Registration No.	Class(es)	Registration Date
ARTIC TECH	76/166,396 (app. no.)	IN 11	16-Nov-2000 (filing date)
DISPLAY TECHNOLOGIES	1,807,576	IN 20	30-Nov-1993
RETRO-TRACK	2,162,673	IN 20	02-Jun-1998
TECHSTOC	2,224,765	IN 16, IN 20	16-Feb-1999
VISI-FLOOR	76/166,397 (app. no.)	IN 11	16-Nov-2000 (filing date)
VISI-SLIDE	2,177,340	IN 20	28-Jul-1998
VISIBILITY SLIDE	2,164,566	IN 20	09-Jun-1998
VISI-SHELF	75/541,032 (app. no.)	IN 20	2-Aug-1998 (filing date)

FOREIGN

Mark	Country	Registration No.	Class(es)	Registration Date
Visi-Slide	EU	1040062	IN 20	12-May-2000
Display Technologies	France	98 723 751	IN 20	19-Mar-1998
Display Technologies	Germany	39815265.9	IN 20	23-Oct-2000
Display Technologies	Italy	To98C001417 (app. no.)	IN 20	29-Apr-1998 (filing date)
Visi-Slide	Japan	4371068	IN 20	31-Mar-2000
Display Technologies	Mexico	606264	IN 20	14-Apr-1999
Visi-Slide	Mexico	606263	IN 20	14-Apr-1999
Visi-Slide	Taiwan	886183	IN 20	16-Mar-2000

UNREGISTERED TRADEMARKS

Mark	Country	Class(es)
Visi-Slide	Brazil	IN 20
Display Technologies (in a series)	UK	IN 20