

MRO 5-8-98

FORM PTO-1584  
(Rev. 6-93)

RECO

05-19-1998

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

OAS No. 0651-0011 (exp. 6/94)



Tab settings

To the Honorable Commissioner of Patent

100715684

original documents or copy thereof

1. Name of conveying party(ies):  
High Voltage Engineering Corporation

2. Name and address of receiving party(ies)  
Name: GEI Acquisition Inc.

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

Internal Address: \_\_\_\_\_  
Street Address: 20 Commerce Way  
City: Woburn State: MA ZIP: 01801

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

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

3. Nature of conveyance:

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

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

Execution Date: April 15, 1998

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

05/15/1998 DCOATES 00000061 977247

977,247      1,349,098      746,564  
746,563      748,765

01 FC:481  
02 FC:482

40.00 OP  
100.00 OP

Additional numbers attached?  Yes  No

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

6. Total number of applications and registrations involved: 5

Name: Juliette Antoine

7. Total fee (37 CFR 3.41).....\$ 140.00

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

Enclosed

Authorized to be charged to deposit account

Street Address: Debevoise & Plimpton

875 Third Avenue

City: New York State: N.Y. ZIP: 10022

8. Deposit account number: \_\_\_\_\_

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

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.

Juliette Antoine

*Juliette Antoine*

5/7/98

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 6

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

TRADEMARK  
REEL: 1726 FRAME: 0858

## ASSIGNMENT OF U.S. TRADEMARKS

ASSIGNMENT OF TRADEMARKS (the "Assignment") made by HIGH VOLTAGE ENGINEERING CORPORATION, a Massachusetts corporation having a principal place of business at 401 Edgewater Place, Suite 680, Wakefield, MA 01880 (Assignor"), to GEI ACQUISITION INC., a Delaware corporation having a principal place of business at 20 Commerce Way, Woburn, MA 01801 ("Assignee").

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement, dated as of March 25, 1998 (the "Agreement") providing for the execution and delivery of this Assignment by Assignor to Assignee (capitalized terms used herein without definition shall have the meanings set forth in the Agreement);

WHEREAS, Assignor has adopted, used and is using the marks set forth on Schedule I hereto and incorporated by reference herein and other marks used in connection with the business or operations of the Division, which are registered in, or for which application for registration has been filed in, the United States Patent and Trademark Office and other marks, including but not limited to those set forth on Schedule I (the "Assigned Marks"); and

WHEREAS, Assignee desires to purchase or acquire all Assignor's right, title and interest in and to the Assigned Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all right, title and interest of Assignor in and to the Assigned Marks, the registrations and applications for registrations thereof, and the goodwill of the business connected with the use thereof and symbolized thereby, free and clear of all Liens, other than Permitted Liens; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

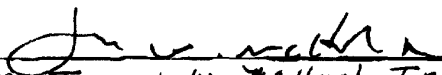
Assignor hereby agrees that Assignor shall and shall cause each of its Affiliates to, from time to time, execute and deliver such additional instruments, documents, conveyances or assurances and take such other actions as shall be necessary, or otherwise reasonably requested by Assignee to confirm and assure the rights and obligations provided for in the Agreement and this Assignment and render effective the consummation of the transaction contemplated hereby and thereby.

All representations and warranties from Assignor to Assignee in the Agreement with respect to the Assigned Marks and the other rights assigned above are incorporated herein by reference.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be  
duly executed as of this 15<sup>th</sup> day of April, 1998.

HIGH VOLTAGE ENGINEERING  
CORPORATION

By:   
Name: Joseph W. McHugh, Jr.  
Title: V.P., CFO, and CLERK

"Express Mail" mailing label No. EI368211108US

Date of Deposit May 7, 1998

I hereby certify that this paper or fee is being  
deposited with the United States Postal Service "Express  
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on the date indicated above and is addressed to the  
~~Commissioner of Patents and Trademarks, Washington,~~  
D.C. 20231.

Mary Minter Kotzer  
(Typed or printed name of person mailing paper or fee)

  
(Signature of person mailing paper or fee)

U.S. Patent and  
Trademark Office  
of Public Records  
Crystal Gateway 4,  
Room 335

SCHEDULE I

<u>Marks</u>	<u>Product</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Humitemp	RH Instrument	977,247	January 22, 1974
Humi-scan	RH Instrument	1,349,098	July 16, 1985
Hygrocon	RH Instrument	746,564	March 12, 1963
Humidyne	RH Instrument	746,563	March 12, 1963
Humeter	RH Instrument	748,765	April 30, 1963