

06-01-1998

**VER SHEET
ONLY**

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissio

100723577

rd the attached original documents or copy thereof.

1. Name of conveying party(ies):

Intelmatec Corporation

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

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

2. Name and address of receiving party(ies)

Name: Palomar Robotic Technologies, Inc.

Internal Address: _____

Street Address: 5963 LaPlace Court, Suite 105

City: Carlsbad State: CA ZIP: 92008

- 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: July 29, 1997

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,725,028

Additional numbers attached? Yes No

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

Name: Rodney F. Brown

Internal Address: _____

Street Address: 3365 Baltimore Street

City: San Diego State: CA ZIP: 92117

6. Total number of applications and registrations involved: 1

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

- Enclosed underpayment
- Authorized to be charged to deposit account

8. Deposit account number: 02-4245

(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.

Rodney F. Brown
Name of Person Signing

Rodney F. Brown
Signature

May 6, 1998
Date

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

ASSIGNMENT AGREEMENT FOR TRADEMARKS

THIS ASSIGNMENT AGREEMENT FOR TRADEMARKS (the "Trademark Assignment"), is made as of the 29 day of July, 1997, by and between Intelmatec Corporation, a California corporation ("Seller"), and Palomar Robotic Technologies, Inc., a Delaware corporation ("Purchaser");

WHEREAS, Seller is the sole and exclusive owner of the entire right, title and interest in, to and under certain trademarks used exclusively or primarily in the operation of its business related to robotic devices for assembling, manipulating or conveying small objects (hereinafter the "Business"), including but not limited to the United States trademark registrations listed in **Exhibit A** (hereinafter "Trademarks") attached hereto and the goodwill of the Business associated therewith;

NOW, THEREFORE, for good and valuable consideration paid by Purchaser to Seller, the receipt and sufficiency of which is hereby acknowledged, Seller agrees to sell, assign, transfer and set over and does hereby sell, assign, transfer and set over to Purchaser, the entire right, title and interest in and to the Marks together with the goodwill of the Business associated therewith, for the United States and for all foreign countries, including any renewals or extensions of the Marks that are or may be secured under the laws of the United States or foreign countries now or hereafter in effect and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Seller if this Assignment and sale had not been made, together with all income, royalties or payments due or payable as of the effective date of this Assignment or thereafter, including all claims for damages by reason of past, present or future infringement or other unauthorized use, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Seller authorizes and requests the United States Commissioner of Patents and Trademarks, and any foreign trademark records office, to record Purchaser as assignee of the entire right, title and interest in and to the Marks for the sole use and enjoyment of Purchaser, its successors, assigns or other legal representatives.

Purchaser shall be solely responsible for preparing and filing all additional documentation (including but not limited to the execution and delivery of any and all affidavits, declarations, oaths, assignments and powers of attorney) as may be required to perfect or record the assignments of the trademarks set forth in **Exhibit A** with the United States Patent and Trademark Office and equivalent offices and agencies in other countries or political subdivisions thereof. Seller agrees to provide Purchaser cooperation and assistance at Purchaser's

reasonable request and expense in the implementation or perfection of this Assignment.

IN TESTIMONY WHEREOF, the undersigned has caused this Assignment to be signed and executed by the undersigned officer thereunto duly authorized this 29 day of July, 1997.

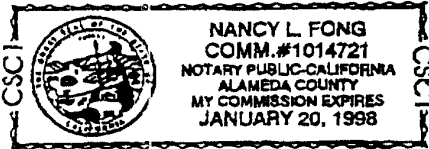
INTELMATEC CORPORATION

By: [Signature]
Minoru Akagawa
President

STATE OF CALIFORNIA)
Alameda) ss.
COUNTY OF SAN DIEGO)

On July 29, 1997, before me, Nancy L. Fong
Notary Public, personally appeared, Minoru Akagawa, personally
known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

WITNESSETH my hand and official seal.



[Signature]
Notary Public

Acknowledged and agreed to by
Palomar Robotic Technologies, Inc.

By: [Signature]
Ronald C. Penland, President

Date: July 30, 1997

TRADEMARK

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
MTS	United States	1,725,028	10/20/92

EXHIBIT A

RECORDED: 05/11/1998

TRADEMARK
REEL: 1732 FRAME: 0739