

06-18-1998

Exp. Mail Date 6-15-98

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To the Honorable Commissioner of Patent

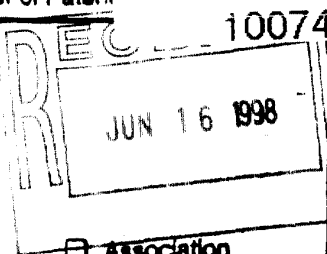
Send original documents or copy thereof.

1. Name of conveying party(ies):

Electronic Designs, Inc.

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

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



100742287

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

Name: Advanced Refractory Technologies, Inc.

Internal Address:

Street Address: 699 Hertel Avenue

City: Buffalo State: NY ZIP: 14207

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York
- 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: October 27, 1997

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,824,109	1,822,508
1,822,500	1,822,499
1,822,507	1,874,507

Additional numbers attached?  Yes  No

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

Name: Kellie M. Ulrich, Esq.

Internal Address: Damon & Morey LLP

1000 Cathedral Place

298 Main Street

Street Address:

City: Buffalo State: NY ZIP: 14202

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41): \$ 165.00 E

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

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02 FC:482 125.00 OP

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.

Kellie M. Ulrich, Esq.  
Name of Person Signing

*Kellie M. Ulrich* 6/15/98  
Signature Date

Total number of pages comprising cover sheet: 1

## SCHEDULE A

### TRADEMARK REGISTRATIONS/COMMON LAW RIGHTS

1. United States Registration No. 1,824,109 for "CRYSTALLUME" regarding Crystallume for Power Operated Diamond Coated Tungsten Carbide Tools; Namely, Inserts and Cutting Tools, In International Class 7.
2. United States Registration No. 1,822,500 for "CRYSTALLUME" regarding X-Ray Lithography Membranes, In International Class 9.
3. United States Registration No. 1,822,507 for "CRYSTALLUME" regarding X-Ray Transparent Windows, In International Class 9.
4. United States Registration No. 1,822,508 for "CRYSTALLUME" regarding Heat Spreaders For Use With Electronic Devices; Namely, Laser Diodes, Microwave Power Transistors, and Microprocessors, In International Class 9.
5. United States Registration No. 1,822,499 for "CRYSTALLUME" regarding Diamond Coated Silicon Wafers, In International Class 9.
6. United States Registration No. 1,874,507 for "DCC" regarding Power-Operated Diamond Coated Tungsten Carbide Tools; Namely, Inserts and Cutting Bits, In International Class 7.
7. Any and all common law rights relating to any of the Trademark Registrations set forth in this Schedule A.

**ASSIGNMENT OF TRADEMARKS**

THIS ASSIGNMENT OF TRADEMARKS ("Assignment") is made this 27th day of October, 1997, by ELECTRONIC DESIGNS, INC., a corporation organized and existing under the laws of the State of Delaware with its principal offices at One Research Drive, Westborough, Massachusetts 01581 ("Assignor"), to ADVANCED REFRACTORY TECHNOLOGIES, INC., a company organized and existing under the laws of the State of New York with its principal place of business at 699 Hertel Avenue, Buffalo, New York 14207 ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement by and between Assignor and Assignee, dated as of October 1, 1997 ("Asset Purchase Agreement"), Assignor has agreed to sell to Assignee certain Purchased Assets (as defined and described in Section 1.1 of the Asset Purchase Agreement), including, without limitation, all of Assignor's right, title and interest in and to that certain Purchased Intellectual Property (as defined in Section 1.1 of the Asset Purchase Agreement).

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

1. Assignment. Assignor having adopted, used, continued to use and being the owner of the trademarks now registered in the United States Patent and Trademark Office set forth on Schedule A attached hereto and made a part hereof and all common law rights related thereto and all goodwill of the business associated with or related thereto (collectively, the

“Trademarks”), does hereby grant, sell, convey, transfer, assign and deliver to Assignee and its successors, assigns and legal representatives, the entire right, title and interest throughout the world, free and clear of all liens and encumbrances of any kind, in and to the Trademarks and registrations thereof, including, without limitation, the right to claim priority, to make renewal applications thereof and to sue for any infringement, including, without limitation, any infringement occurring prior to the date hereof.

2. Appointment. As to any matter relating to this Assignment, Assignor hereby names Assignee as its agent and attorney-in-fact to receive, collect, enforce and sue, either in its name or in the name of Assignee, as the legal attorney of and for Assignor.

3. Consent to Filing. As to any matter relating to this Assignment, Assignor hereby consents that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like a similar document which may be required in any country or territory for any purpose.

4. Cooperation. Assignor hereby further covenants that it shall, at any time and from time to time, at the reasonable request of Assignee: (a) promptly provide Assignee with any and all pertinent facts and documents relating to the Trademarks as may be in Assignor’s possession or control; (b) testify as to the same in any opposition, cancellation, litigation or other proceeding related thereto; and (c) promptly execute and deliver to Assignee and its legal representatives, any and all papers, instruments or affidavits which, in the reasonable opinion of counsel for Assignee may be necessary to vest in Assignee, all of Assignor’s right, title and interest in or to the Trademarks or registrations or renewals thereof, or any rights or benefits appertaining thereto or to enable Assignee to realize upon or otherwise enjoy the Trademarks or any rights or benefits

appertaining thereto, or to apply for, obtain, maintain, issue and enforce any application or registration thereof which may be necessary or desirable to carry out the purposes hereof.

5. Amendment. This Assignment shall not be amended except by a written agreement signed by the party to be charged.

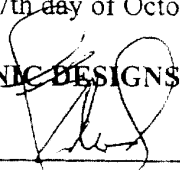
6. Law. This Assignment shall be construed in accordance with and governed by the laws of the State of New York without giving effect to principles of conflicts of laws.

7. Parties Bound. This Assignment shall be binding upon and inure to the benefit of Assignee and its respective successors and assigns.

**IN WITNESS WHEREOF**, the undersigned has caused this Assignment of Trademarks to be duly executed by its duly authorized officer on the 27<sup>th</sup> day of October, 1997.

ELECTRONIC DESIGNS, INC.

By: \_\_\_\_\_

  
Frank D. Edwards,  
Senior Vice President

#258424

STATE OF MASSACHUSETTS )  
 ) SS.:  
COUNTY OF Worcester )

On this 27th day of October, 1997, before me personally came Frank D. Edwards to me known, who, being by me duly sworn, did depose and state that he resides in Holliston MA; that he is the Senior Vice President of **ELECTRONIC DESIGNS, INC.** the corporation named in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is said corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by order of the Board of Directors of said Corporation.

Sally Baronian  
Notary Public

#258424.01

*Commission Expires*  
*2/22/02*