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FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4-94)

RI 07-13-1998

1 SHEET U.S. DEPARTMENT OF COMMERCE
-Y Patent and Trademark Office



100760862

Tab settings

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

1. Name of conveying party(ies):
Memry Corporation

MD
7-13-98

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

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

2. Name and address of receiving party(ies)
Name: Automation Electronics, Inc.
Internal Address: _____
Street Address: 106 East Doty Street
City: Madison State: WI ZIP: 53703

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Wisconsin
 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 Merger
 Security Agreement Change of Name
 Other _____

Execution Date: June 30, 1998

4. Application number(s) or patent number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s)
 U.S. 2,122,691

Additional numbers attached? Yes No

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: James G. Binch
 Internal Address: Memry Corporation
 Street Address: 57 Commerce Drive
 City: Brookfield State: CT ZIP: 06804

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

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.

ROBERT ANDERSON Robert Anderson 6-30-98
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 1

Mail documents to be recorded with required cover sheet information to:

ASSIGNMENT OF TRADEMARK

ASSIGNMENT OF TRADEMARK made as of the 30th day of June, 1998, by Memry Corporation, a Delaware corporation with its principal place of business at 57 Commerce Drive, Brookfield, Connecticut 06804 ("Assignor"), to Automation Electronics, Inc., a Wisconsin corporation with its principal place of business at 106 East Doty Street, Madison, Wisconsin 53703 ("Assignee").

Recital

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of June 30, 1998 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Ultravalve® trademark. Pursuant to the Agreement, Assignor has agreed to execute such other instruments as the Assignee may reasonably request in order more effectively to assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, such asset.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's trademark listed on Schedule A annexed hereto and incorporated herein by reference (the foregoing being referred to herein as the "Marks").

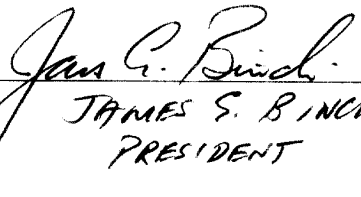
NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Trademark, and any and all renewals

and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Trademark not been made.

This Assignment of Trademark shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Trademark as of the date first above written.

MEMRY CORPORATION

By: 
Name: JAMES S. BINCH
Title: PRESIDENT

[SEAL]

State of Connecticut)
County of Hartford) ss.: Hartford)

On this 30th day of June, 1998, before me, Patricia K. Maddocks, personally appeared James G. Binch, President of Memry Corporation, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Patricia K. Maddocks
Notary Public
My Commission Expires: July 31, 2000

SCHEDULE A

Registered Trademark

Servicemark
or Trademark

U.S. or Canadian
Registration No.

Registration Date

Ultravalve[®]

U.S. 2,122,691

December 23, 1997

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