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1. Name of conveying party(ies): Spex Industries, Inc. 7- 3-98   Name Instruments   Name	Toh cottings of the W	(4) (4) (5) (4) (5) (4) (5) (5) (6) (6) (6) (6) (6) (6) (6) (6) (6) (6
Spex Industries, Inc. 7-13-98    Individual(s)	To the Honorable Commissioner of Patents and Tragemarks:	Tease record are attached original documents proporthered.
Intomal Address: 3880 Palk AVENUE  General Partnership  Cloy: Edison State: NJ ZIP, 08820  Cloy: Edison State: NJ ZIP, 08		2. Name and address of receiving party(ies)
Intomal Address: 3880 Palk AVENUE  General Partnership  Cloy: Edison State: NJ ZIP, 08820  Cloy: Edison State: NJ ZIP, 08	Spex Industries, Inc. 7-13-98	Name: Instruments S.A., Inc.
Individual(s)	i	[ ]
General Partnership  It Corporation-State Other  Additional name(s) of conveying party(les) attached? □ Yes XJ No  3. Nature of conveyance: □ Assignment □ Security Agreement □ Change of Name □ Other □ Other □ Other □ Other □ Cher □ Other □ Security Agreement □ Change of Name □ Change of Name □ Change of Name □ Change of Name □ Other □ Other ■ Streedution Date: December 31, 1991 ■ Additional number(s) or patent number(s):  A. Trademark Application No.(s)  B. Trademark Registration No.(s)  1,096,568  Additional numbers attached? □ Yes XJ No  5. Name and address of party to whom correspondence concerning document should be mailed:  Name: Anthony H. Handal Internal Address: BO Washington Street  City: Norwalk State: CT ZIP: 06854  Triademark Application state of party to whom correspondence concerning document should be mailed:  Name: Anthony H. Bandal Internal Address: 80 Washington Street  City: Norwalk State: CT ZIP: 06854  Triademark State of party to whom correspondence concerning document should be mailed:  Name of Person State: NJ ZIP: 08820  Corporation-State □ National deciment and segmatic address XIV	□ Individual(s) □ Approciation	
Other		
Additional name(s) of conveying party(ies) attached? □ Yes X No  3. Nature of conveyance: □ Assignment	·	City: Edison State: NJ ZIP: 08820
3. Nature of conveyance:    Assignment   SX Merger   Limited Partnership   Corporation-State   Other   Security Agreement   Change of Name   Other   Security Agreement   Change of Name   It assigned not domicial in the United State, a domestic representative designation is attained. (Pesignations must be a separate document from assignment)   Additional name(s) & address(es) attained?   Yes X No	l '	
Assignment   XX Merger   Security Agreement   Change of Name   Change of Name   Other   It assignee is not domicided in the United States, a domestic representive designable is a statehed:   Yes X No   Other   It assignee is not domicided in the United States, a domestic representive designable is a statehed:   Yes X No   Other   It assignee is not domicided in the United States, a domestic representive designable is a statehed:   Yes X No   Other   It assignee is not domicided in the United States, a domestic representive designable is a statehed:   Yes X No   Other   It assignee is not domicided in the United States, a domestic representive designable is a statehed:   Yes X No   Other   It assignee is not domicided in the United States, a domestic representive designable is attached:   Yes X No   Other   It assignee is not domicided in the United States, a domestic representive designable is attached:   Yes X No   Other   It assignee is not domicided in the United States, a domestic representive designable is attached:   Yes X No   Other   It assignee is not domicided in the United States, a domestic representive designable is attached:   Yes X No   Other   It assignee is not domicided in the United States, a domestic representive designable is attached:   Yes X No   Other   It assignee is not domicided in the United States, a domestic representive designable is attached:   Yes X No   Other   It assignee is not domicided in the United States, a domestic representive designable is attached:   Yes X No   Other   It assignees is not domicided in the United States, a domestic representive designable is attached:   Yes X No   Other   It assignees is not domicided in the United States, a domestic representive designable is attached:   Yes X No   Other   It assignees is not domicided in the United States, a domestic representive designable is attached:   Yes X No   Other   It assignees is not domicided in the United States, and stateshed:   Yes X No   Other   It assignees is not domicided in the United States, and s		Association      General Partnership
Security Agreement	3. Nature of conveyance:	☐ Limited Partnership
Security Agreement   Gother   Hassignee is not domicited in the United States, a domestic representative designation is affiliated.   Yes (2) No	•	★ Corporation-State
Execution Date:December_ 31, _ 1991	• •	
4. Application number(s) or patent number(s):  A. Trademark Application No.(s)  B. Trademark Registration No.(s)  1,096,568  Additional numbers attached?  No. (s)  1,096,568  Additional numbers attached?  No. (s)  5. Name and address of party to whom correspondence concerning document should be mailed:  Name: Anthony H. Handal Internal Address: HANDAL & MOROFSKY  W. Enclosed  Authorized to be charged to deposit account  Street Address: 80 Washington Street  8. Deposit account number:  08-0570  (Attach duplicate copy of this page if paying by deposit account)  7//1/1/1998 William Morof of my knowledge and belief, the foregoing information is true and conject and any attached copy is a true copy of the original document.  Anthony H. Handal Name of Person Signing  Signature  Date	U Otriei	is attached:
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Additional numbers attached?	A. Trademark Application No.(s)	B. Trademark Hegistration No.(s)
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Concerning document should be mailed:  Name:Anthony HHandal	Additional numbers attached? ☐ Yes 🔀 No	
Internal Address: HANDAL & MOROFSKY  7. Total fee (37 CFR 3.41)\$    Internal Address: HANDAL & MOROFSKY	• •	
Internal Address: HANDAL & MOROFSKY  7. Total fee (37 CFR 3.41)\$    Washington Street	Name: Anthony H. Handal	40.00
Street Address: 80 Washington Street  Street Address: 80 Washington Street  City: Norwalk State: CT ZIP: 06854  City: Norwalk State: CT ZIP: 06854  DO NOT USE THIS SPACE  Triall  9. Statement and signature.  To the best of my knowledge and belief, the foregoing information is true and conject and any attached copy is a true capy of the original document.  Anthony H. Handal  Name of Person Signing  Name of Person Signing  Name of Person Signing  Name of Page of the best of my knowledge and belief the foregoing information is true and conject and any attached copy is a true capy of the original document.  Date	Internal Address: HANDAL & MOROFSKY	7. Total fee (37 CFR 3.41)\$
Street Address: 80 Washington Street  City: Norwalk State: CT ZIP: 06854  City: Norwalk State: CT ZIP: 06854  ONOTUSE THIS SPACE  To the best of my knowledge and belief, the foregoing information is true and conject and any attached copy is a true copy of the original document.  Anthony H. Handal  Name of Person Signing  Name of Person Signing  Name of State State: State: State: 8. Deposit account number:  08-0570  (Attach duplicate copy of this page if paying by deposit account)  DO NOT USE THIS SPACE  1 FC:481  9. Statement and signature.  To the best of my knowledge and belief, the foregoing information is true and conject and any attached copy is a true copy of the original document.  Anthony H. Handal  Name of Person Signing  Signature  Date		☑ Enclosed
Street Address: 80 Washington Street  City: Norwalk State: CT ZIP: 06854  City: Norwalk State: CT ZIP: 06854  ONOTUSE THIS SPACE  To the best of my knowledge and belief, the foregoing information is true and conject and any attached copy is a true copy of the original document.  Anthony H. Handal  Name of Person Signing  Name of Person Signing  Name of State State: State: State: 8. Deposit account number:  08-0570  (Attach duplicate copy of this page if paying by deposit account)  DO NOT USE THIS SPACE  1 FC:481  9. Statement and signature.  To the best of my knowledge and belief, the foregoing information is true and conject and any attached copy is a true copy of the original document.  Anthony H. Handal  Name of Person Signing  Signature  Date		Authorized to be charged to deposit account.
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City: Norwalk State: CT ZIP: 06854  (Attach duplicate copy of this page if paying by deposit account)  7/17/1996 INGUIEN 0600695 1096568  DO NOT USE THIS SPACE  1 FC:481 9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and conject and any attached copy is a true copy of the original document.  Anthony H. Handal Name of Person Signing  Signature  Date	Street Address: 80 Washington Street	
City: Norwalk State: CT ZIP: 06854  (Attach duplicate copy of this page if paying by deposit account)  DO NOT USE THIS SPACE  1 FC:481 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.  Anthony H. Handal Name of Person Signing  Signature  Date		Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)  7/17/1998 INGUIEN 00008295 1096568  DO NOT USE THIS SPACE  1 FC:481  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.  Anthony H. Handal  Name of Person Signing  Signature  Do NOT USE THIS SPACE	ou Northalk ou CM 712 06954	08-0570
11 FC:481 9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and conject and any attached copy is a true copy of the original document.  Anthony H. Handal  Name of Person Signing  Signature  Date	City: NOT WATE State: CT ZIP: 00054	(Attach duplicate copy of this page if paying by deposit account)
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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.  Anthony H. Handal  Name of Person Signing  Signature  Date	\\	
Anthony H. Handal  Name of Person Signing	9. Statement and signature.	
Name of Person Signing Signature Date		
Name of Person Signing Signature Date	Anthony H. Handal	1/10/98

CERTIFICATE OF MERGER

MGF

OF

FILED

SPEX INDUSTRIES, INC.
(a New Jersey corporation)

DEC 21 1991

and

NC.

JOAN HABERLE Secretary of State

6740547

INSTRUMENTS S.A., INC.
(a New Jersey Corporation)

INTO

SPEX GROUP, INC.
(a Delaware corporation)

The undersigned, pursuant to the New Jersey Business
Corporation Act and the Delaware General Corporation Law, do
hereby certify and set forth as follows:

FIRST: The Agreement and Plan of Merger (the "Agreement") is attached hereto as Exhibit A.

SECOND: (a) Spex Industries, Inc. ("Corporation A") has issued and outstanding 1000 shares of Common Stock, each of which was entitled to vote on the merger.

- (b) Instruments S.A., Inc. ("Corporation B") has issued and outstanding 1,000 shares of Common Stock, each of which was entitled to vote on the merger.
- (c) Spex Group, Inc. ("Corporation C") has issued and outstanding 1000 shares of Common Stock, each of which was entitled to vote on the merger.

THIRD: (a) All of the outstanding shares of Corporation A were voted, by written consent of the sole

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TRADEMARK REEL: 1755 FRAME: 0182 shareholder of Corporation A, in favor of the merger on December , 1991.

- (b) All of the outstanding shares of Corporation B were voted, by written consent of the sole shareholder of Corporation B, in favor of the merger on December \_\_\_\_, 1991.
- (c) All of the outstanding shares of Corporation C were voted, by written consent of the sole shareholder of Corporation C, in favor of the merger on December \_\_\_, 1991.

FOURTH: The merger shall be effective as of the close of business on December 31, 1991.

FIFTH: The Certificate of Incorporation of Corporation C, the surviving corporation, shall be amended such that the name of the surviving corporation shall be Instruments S.A., Inc. and such amended certificate shall constitute the Certificate of Incorporation of the surviving corporation.

SIXTH: (a) The applicable provision of the laws of the jurisdiction under which each foreign corporation was organized have been, or upon compliance with filing and recording requirements, will have been complied with.

(b) Corporation C agrees that it may be served with process in the State of New Jersey in any proceeding for the enforcement of any obligation of any domestic corporation or any foreign corporation, previously amenable to suit in the State of New Jersey, which is a party to this merger, and in any proceeding for the enforcement of the rights of a dissenting

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shareholder of any such domestic corporation against Corporation C.

- (c) The Secretary of State of New Jersey is hereby irrevocably appointed by Corporation C as its agent to accept service of process in any such proceeding and the post office address to which the Secretary of State of New Jersey shall mail a copy of such process is 3880 Park Avenue, Edison, New Jersey 08820.
- (d) Corporation C hereby agrees that it will promptly pay to the dissenting shareholders of any such domestic New Jersey corporation the amount, if any, to which they shall be entitled under the provisions of the New Jersey Corporation Laws with respect to the rights to dissenting shareholders.

IN WITNESS WHEREOF, we hereunto sign our names and certify that the facts contained herein are true, this 3 lst day of December, 1991.

SPEX GROUP, INQ.

Neil A. Stein, President

INSTRUMENTS S.A., INC.

Gilbert S. Hayat, President

SPEX INDUSTRIES, INC.

Weil A. Stein. Pre

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### AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER dated December 31, 1991 among Spex Industries, Inc., a New Jersey corporation ("Corporation A"), Instruments S.A., Inc., a New Jersey corporation ("Corporation B"), and Spex Group, Inc., a Delaware corporation ("Corporation C").

The respective Board of Directors of Corporations A, B and C deem it advisable and in the best interests of their corporations and the shareholders of each of their respective corporations that Corporations A and B be merged with and into Corporation C as provided herein (the "Merger") pursuant to the Delaware General Corporation Law and the New Jersey Business Corporation Act.

Corporation A was incorporated in the State of New Jersey on May 29, 1964. Its authorized capital stock consists of 3,000,000 shares of Common Stock, \$.10 par value. As of the date hereof, Corporation A has issued and outstanding 1000 shares of Common Stock, each of which was entitled to vote on the Merger.

Corporation B was incorporated in the State of New Jersey on January 19, 1976. Its authorized capital stock consists of 500,000 shares of Common Stock, \$1.00 par value, and 50,000 shares of Class A Preferred Stock, \$100.00 par value. As of the date hereof, Corporation B has issued and outstanding 1,000 shares of Common Stock, each of which was entitled to vote on the Merger.

Corporation C was incorporated in the State of Delaware on June 7, 1983. Its authorized capital stock consists of 3,000 shares of Common Stock, \$1.00 par value. As of the date hereof, Corporation C has issued and outstanding 1000 shares of Common Stock, each of which was entitled to vote on the Merger.

### It is, therefore, agreed as follows:

1. As soon as practicable after this Agreement and Plan of Merger (the "Agreement") has been approved by the shareholders of Corporations A, B and C, it shall be certified, signed and acknowledged in accordance with the laws of the States of Delaware and New Jersey. A Certificate of Merger shall then be filed in the office of the Secretary of State of Delaware and the office of the Secretary of State of New Jersey. The effective date of the Merger shall be as of the close of business on December 31, 1991 (the "Effective Date").

- 2. On the Effective Date, Corporations A and B shall be merged with and into Corporation C and the separate corporate existence of Corporations A and B shall cease. Corporation C shall be the surviving corporation, under the name Instruments S.A., Inc., and shall continue to be governed by the laws of the State of Delaware.
- 3. The Certificate of Incorporation of Corporation C shall be amended such that the name of Corporation C shall be Instruments S.A., Inc. as of the Effective Date and shall continue as the Certificate of Incorporation of the surviving corporation. The By-laws of Corporation C as in effect on the Effective Date shall continue as the By-laws of the surviving corporation. The officers and directors of Corporation C, as of the Effective Date, shall be as follows:

### Officers

President & COO
Vice President-Emission
Vice President-Riber
Vice President-OEM's
Treasurer
Secretary
Assistant Secretary

Neil Stein
Ralph Obenauf
Ed Badgett
Jeremy Lerner
Gilbert Hayat
Neil Stein
Barbara McMahon

# Directors

Gilbert Hayat Michel Baudron Michel Culleron Neil Stein Jim Griffiths Alfred Cho Irving Brown

- 4. Each share of Common Stock of Corporation A that is issued and outstanding on the Effective Date shall, by virtue of the Merger and without any action on the part of any holder thereof, be cancelled. On the Effective Date, the stock transfer books of Corporation A shall be closed and no transfer of Common Stock or Preferred Stock of Corporation A shall thereafter be made.
- 5. Each share of Common Stock of Corporation B that is issued and outstanding on the Effective Date shall, by virtue of the Merger and without any action on the part of any holder thereof, shall be cancelled. On the Effective Date, the stock

transfer books of Corporation B shall be closed and no transfer of Common Stock of Corporation B shall thereafter be made.

- 6. Each share of Common Stock of Corporation C that is issued and outstanding on the Effective Date shall be unaffected by the Merger and shall continue to represent one issued and outstanding share of Common Stock of Corporation C, as the surviving corporation.
- 7. This Agreement may be abandoned or terminated prior to the filing thereof with the Secretary of State of Delaware or the Secretary of State of New Jersey by resolution duly adopted by the respective Boards of Directors of the constituent corporations, notwithstanding the approval thereof by the shareholders of the respective constituent corporations.

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8. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement and Plan of Merger as of the date first written above.

SPEX GROUP, INC.

By /W/ //
Neil A Stein President

ATTECT

Neil A. Stein , Secretary

INSTRUMENTS S.A., INC.

Ву

Gilbert S. Hayat , President

ATTEST:

Sarbara McMahon , Secretary

SPEX INDUSTRIES. INC.

Bv

Neil A Stein

President

ATTEST:

Neil A Stein

. Secretary

DOC #531041

24 B

TRADEMARK REEL: 1755 FRAME: 0188

## Secretary's Certificate

The undersigned, Neil Stein, Secretary of Spex Group, Inc. a Delaware corporation and one of the corporations mentioned in the foregoing Agreement and Plan of Merger (the "Agreement"), hereby certifies that the Agreement has been adopted by the written consent of the holder of all of the outstanding capital stock of Spex Group, Inc. entitled to vote thereon in accordance with the provisions of the General Corporation Law of the State of Delaware.

Dated: December 31, 1991

Name: Neil Stein

Secretary

### SPEX INDUSTRIES, INC.

### Secretary's Certificate

The undersigned, Neil Stein, Secretary of Spex Industries, Inc., a New Jersey corporation and one of the corporations mentioned in the foregoing Agreement and Plan of Merger (the "Agreement"), hereby certifies that the Agreement has been adopted by the written consent of the holder of all of the outstanding capital stock of Spex Industries, Inc. entitled to vote thereon in accordance with the provisions of the Business Corporation Act of the State of New Jersey.

Dated: December 31, 1991

Name: Neil Stein

Secretary

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### INSTRUMENTS S.A., INC.

## Secretary's Certificate

The undersigned, Barbara McMahon, Assistant Secretary of Instruments S.A., Inc., a New Jersey corporation and one of the corporations mentioned in the foregoing Agreement and Plan of Merger (the "Agreement"), hereby certifies that the Agreement has been adopted by the written consent of the holder of all of the outstanding capital stock of Instruments S.A., Inc. entitled to vote thereon in accordance with the provisions of the Business Corporation Act of the State of New Jersey.

7

Dated: December 3 , 1991

Name: Barbara McMahon Assistant Secretary

## HANDAL & MOROFSKY

Counsellors at Law 80 Washington Street

Paul Morofsky 1926-1986

Norwalk, Connecticut 06854

Telephone: 203-838-8589 Facsimile: 203-838-8794 Telex: 429283 PATSLAW

District of Columbia Office American Center - Tysons Corner Suite 500 8300 Boone Boulevard Vienna, Virginia 22182

July 10, 1998

#### **BOX ASSIGNMENT**

Assistant Commissioner for Trademarks 2900 Crystal Drive Arlington, VA 22202-3513

Re:

Spex Industries, Inc.

Registration No. 1,096,568

Registration Date: July 18, 1978

Mark: FLUOROLOG

Class: 009

SIR:

We enclose herewith:

[X] Recordation Form Cover Sheet

[X] Certificate of Merger

[X] Check for \$40.00

[X] Acknowledgment Postcard

The Commissioner is hereby authorized to charge payment of the fees associated with this communication or credit any overpayment to Deposit Account No. 08-0570.

Applicant hereby petitions under 37 CFR 1.136 or other applicable rule to have the response period extended the number of months necessary to render the attached communication timely if a petition is required.

Anthony H. Handal Reg. No. 26,275 Respectfully submitted,

Anthony H. Handal Reg. No. 26,275

TRADEMARK REEL: 1755 FRAME: 0192

RECORDED: 07/13/1998