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			Patent and Triplemark Offi
To the Honorable Commissioner of 1	10078779	97	ached original documents or copy thereof.
Security Agreement Other Execution Date: April 30, 1998	on Partnership nada Partnership Nada Partnership NO Partnership NO Merger Change of Name	Name: AME' Internal Address Street Address City: Paoli S Associat Associat Corporat Other If Assignee is not do a domestic represent (Designation must b	ess: s: Station Square tate: PA ZIP: 19301-1391 ual(s) Citizenship ion Partnership Partnership
Application number(s) or registration If this document is being filed togeth A. Trademark Application N	ner with a new applicati		date of the application is: the Registration No.(s) 1,898,042 and 2,105,771
Additional number(s) attached?	YES NO		
 Name and address of party to whom concerning document should be mail lame: Christopher R. Lewis Internal Address: Ratner & Prestia Street Address: Suite 301, One We P.O. Box 980 City: Valley Forge State: PA 	ed:	7. Total fee (37 Enclo Author 8. Deposit according	· ——
	DO NOT USE	THIS SPACE	
of the original document.			d correct and any attached copy is a true cop
Christopher R. Lewis Name of Person Signing Total number	Signature er of pages including cove	r sheet, attachments	Date SS, and document: 4
OMB No. 0651-0011 (exp. 4/94)			
Mail documents to be recorded with require	ed cover sheet information Commissioner of Pat	ents and Tradem ignments	arks 1110000

ASSIGNMENT OF TRADEMARKS

Pursuant to an Asset Purchase Agreement dated April 6, 1998 (the "Agreement"; terms defined in the Agreement shall have the same meaning when used herein unless otherwise defined herein), by and between AMETEK, Inc., a Delaware corporation ("Buyer"), and BOVAR Inc., a corporation incorporated under the laws of the province of Alberta, Canada ("Seller"), providing, among other things, for the sale by Seller to Buyer of substantially any and all assets, properties, rights of Seller related to, used in or comprising the business of the Division, other than the Excluded Assets. Seller has agreed to sell, convey, transfer and deliver and/or to cause to be sold, conveyed, transferred, assigned and delivered to Buyer, its successors and assigns, any and all right, title and interest of BOVAR Corp., a Texas corporation ("Seller Party"). in, to and under all trademarks, (including trademarks for which no application for registration has been filed and trademarks for which an application has been filed and trademarks which have been registered), trademark registrations and trademark applications used in the conduct of the Division, including, without limitation, those trademarks, trademark applications, and trademark registrations set forth on Schedule 4.12 to the Agreement (such trademarks, trademark applications and registrations and any and all other trademarks, trademark registrations and applications required to be assigned to Buyer pursuant to the Agreement being hereinafter called the "Assigned Trademarks").

NOW THEREFORE, Seller Party, for and in consideration of One Dollar (\$1.00), the mutual promises contained in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, for itself, its successors and assigns, hereby sells, assigns and transfers to Buyer and its successors and assigns, any and all right, title and interest in and to the Assigned Trademarks, including the trademarks and trademark registrations set forth on Schedule A hereto (which trademarks have been used continuously by Seller Party since the date of first use, registration or filing set forth on Schedule A hereto in the interstate commerce of the United States) and the goodwill of the business associated therewith. Seller Party also assigns to Buyer, its successors and assigns, the right to claim for any and all damages by reason of past infringement of the Assigned Trademarks with the right to sue for and collect the same for the use and enjoyment of Buyer and its successors and assigns. Seller Party warrants and represents that the Assigned Trademarks are owned by Seller Party and are not subject to any license, royalty arrangement or dispute and do not to its knowledge infringe any intellectual property rights of others.

Seller Party agrees, at any time and from time to time after delivery hereof, upon Buyer's request, to do, execute, acknowledge and deliver, or to cause to be done, executed, acknowledged and delivered, all such further acts, assignments, transfers, conveyances, powers of attorney and assurances as may be required for the better assigning, transferring, conveying and confirming to Buyer, or to its successors and assigns, of, or for obtaining the benefits of, any or all of the Assigned Trademarks.

TRADEMARK REEL: 1764 FRAME: 0816 Nothing herein contained shall be deemed to release Seller or Seller Party in any way from any of its obligations under the Agreement other than those performed by this instrument, or shall affect in any way the respective rights and obligations of Buyer and Seller or Seller Party as set forth in the Agreement.

This instrument shall be binding on Seller Party and its successors and assigns and shall inure to the benefit of Buyer and its successors and assigns.

IN WITNESS WHEREOF, Seller Party has caused this instrument to be duly executed by its duly authorized officer on April 30, 1998.

BOVAR CORP.

By:

NC. 1452 P. 7

SCHEDULE A

NAME	REGISTRATION NO.	N NO. OWNER	
SPECTRASCAN	1,898,042	BOVAR CORP.	
SPECTRATEMP	2,105,771	BOVAR CORP.	

TRADEMARK REEL: 1764 FRAME: 0818