

11-12-1998



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MS
11-3-98

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

11/09/1998 SBURNS 00000148 500300 1104137
01 FC:481 40.00 CH

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1812 FRAME: 0274

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1104137"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Kelly C. Scott, Esq.

Kelly C. Scott
Signature

10/28/98
Date Signed

Name of Person Signing

Date Signed

AGREEMENT

THIS AGREEMENT is made this 1st day of May, 1998 by and between Metrex Research Corporation ("Metrex") and Microecology Products, Corp. ("MPC").

WHEREAS, MPC and Micro-Aseptic Products, Inc. ("Micro-Aseptic") are parties to a certain Agreement dated June 14, 1989, as amended August 4, 1992 (the "License"), whereby Micro-Aseptic is the exclusive licensee of MPC to manufacture and sell certain products and devices as listed on Exhibit A hereto;

WHEREAS, Metrex has purchased and been assigned certain of the assets and rights of Micro-Aseptic, including the License; and

WHEREAS, the parties wish to terminate the License, with all interest in the products and devices listed on Exhibit A transferring to Metrex.

NOW, THEREFORE, in consideration of the foregoing recitals and the agreements stated herein, the sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. In full and complete satisfaction of any further obligation to pay royalties pursuant to paragraph four of the License, Metrex shall pay MPC the amount of \$450,000, payable in one payment upon execution hereof.

2. Upon execution of this Agreement and the payment per Paragraph 1 above, all of MPC's right, title and interest in and to the formulas used to make the products and devices shown on Exhibit A hereto as well as the products and devices themselves and any and all trade secrets, proprietary information, inventions, data or other information used in the manufacture of the those products and devices (the "Property Rights") shall automatically transfer to Metrex without need of any further action or instrumentality.

3. MPC warrants and represents that it has not granted a security interest and there are no liens on the Property Rights; that there exists no claims, lawsuits or other challenges against MPC or its products which, if successful, would prevent the transfer to Metrex of the ownership to the Exhibit A products and devices; that it has the sole and exclusive right to transfer the Property Rights; and that there are obligations owed by MPC or Metrex to Predicted Environment, inc., its successors or assigns under the agreement by and between MPC and Predicted Environment dated February 20, 1977 (the "1977 Agreement").

4. MPC shall not produce or market any of the products or devices on Exhibit A, grant licenses to others to produce or market such devices or products or use any of the Property Rights. MPC shall not disclose the formulas used to manufacture the Exhibit A products and devices to any third party.

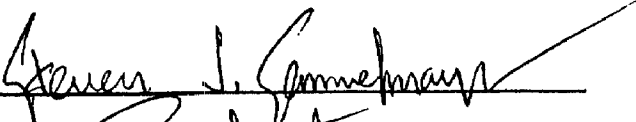
5. The License is hereby terminated effective as of the date hereof. MPC hereby releases Metrex and its successors and assigns from any claims relating to, and waives any and all claims arising out of or in connection with, the License.

6. This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties with respect to its subject matter (including the License). This Agreement may not be altered, amended or modified except by written instrument and signed by both parties.

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

METREX RESEARCH CORPORATION

MICROECOLOGY PRODUCTS, CORP.

By: 
Title: President

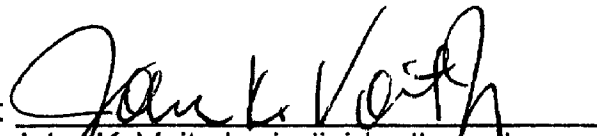
By: 
John K. Voit, Jr., individually and as
President and Successor in Interest to
MPC

EXHIBIT A

PRODUCTS

Foamaseptic

Vapaseptic

Kleenaseptic

Cavicide

Cavicide L a/k/a Cavicide Plus

Manikaid No. 7

Thermasonic

(U.S. Patent Number 4,308,229 dated December 29, 1991
entitled "Sterilization Apparatus and Method")