

02-10-1999

WC&P 98-2232A



Tab settings

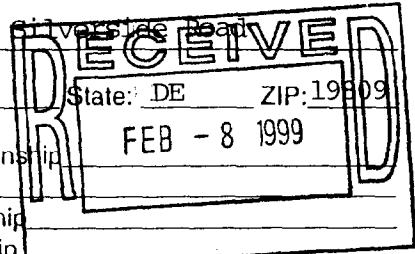
100962139

To the Honorable Commissioner

...the attached original documents or copy thereof.

1. Name of conveying party(ies): Relay Park Realisations Limited (RPR) Gems Sensors Inc. (GEMS)
Individual(s) Association
General Partnership Limited Partnership
Corporation-State Delaware (GEMS)
Other Company of England (RPR)
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Industrial Sensors, Inc.
Internal Address: Suite 105
Street Address: 501 Silverdale Road
City: Wilmington State: DE ZIP: 19809
Individual(s) citizenship Association
General Partnership Limited Partnership
Corporation-State Delaware
Other



3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: June 19, 1998

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No N/A
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):
A. Trademark Application No.(s)
75/391,072
75/410,760
75/425,717
75/428,749
Additional numbers attached? Yes No

B. Trademark Registration No.(s)
1,262,886 1,478,428 846,962
1,803,159 1,659,598 797,183
1,803,160 1,723,479 1,127,464

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jody H. Drake, Esquire
Internal Address:
SHOEMAKER AND MATTARE, LTD.
Street Address: 2001 Jefferson Davis Hwy.
1203 Crystal Plaza Bldg. 1
City: Arlington State: VA ZIP: 22202
02/10/1999 DNGUYEN 00000006 1262886

6. Total number of applications and registrations involved: 22
7. Total fee (37 CFR 3.41): \$ 565.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 19-2110 (if necessary)
(Attach duplicate copy of this page if paying by deposit account)

01 FC:481 40.00 OP
02 FC:482 525.00 OP

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.
Jody H. Drake Signature February 8, 1999
Name of Person Signing Date

Total number of pages including cover sheet, attachments, and document: 15

4(B) ADDITIONAL TRADEMARK REGISTRATION NOS.

798,322

1,859,530

1,128,881

1,628,139

846,963

1,730,817

1,839,258

1,839,259

1,177,898

AGREEMENT dated 19 June 1998 among:-

- (1) **RELAY PARK REALISATIONS LIMITED**, incorporated in England under the Companies Acts with number 2815444 and having its Registered Office at Troutbeck Road, Millhouses, Sheffield S7 2QA England (hereinafter referred to as "RPR");
- (2) **GEMS SENSORS INC.**, a Delaware corporation with FEIN 06-1491939 (hereinafter referred to as "GEMS"), whose headquarters is at One Cowles Road, Plainville, CT 06062 USA; and
- (3) **INDUSTRIAL SENSORS, INC.**, a Delaware corporation formed on 11 June 1998 (hereinafter referred to as "ISI") with 100 outstanding common shares, of which 10 were issued to RPR and 90 were issued to M&M.

WHEREAS:-

- (A) RPR, GEMS and ISII are all indirect wholly owned subsidiaries of Danaher Corporation, 1250 24th Street NW, Suite 800, Washington, DC 20037 USA;
- (B) RPR has acquired, pursuant to an Agreement ("the Acquisition Agreement") dated 15 June 1998, the whole business, undertaking, assets and liabilities of Gems Sensors Limited (incorporated in England with number 1735937);
- (C) RPR and GEMS have agreed to assign to ISI, and ISI has agreed to acquire from RPR and GEMS, with effect from 19 June 1998 the Relevant Rights (as hereinafter defined) in consideration for the allotment and issue to RPR and GEMS, credited as fully paid up, of 30 and 270 additional common shares, respectively; and
- (D) ISI has agreed to license the Relevant Rights to RPR and GEMS under the terms and conditions provided herein.

NOW THEREFORE RPR, GEMS and ISI have agreed and do hereby agree as follows:

1. THE RELEVANT RIGHTS

In this Agreement, the "Relevant Rights" means the patents, applications for patents, the right to apply for patents, trade marks, trade names (whether or nor registered), know-how (including concepts, models, specifications, formulae, processes and process techniques), engineering drawings, computer programs, technical documentation, copyrights (including rights in computer software), registered designs, topography rights and other rights in semi-conductor chips, moral rights, confidential information, and all

other intellectual property rights acquired by RPR from Gems Sensors Limited pursuant to the Acquisition Agreement and used by GEMS in the business of manufacturing level and flow sensors and switches (the "Products"). However, the Relevant Rights do not include goodwill and going concern value, workforce-in-place, and customer and supplier lists and agreements.

2. ASSIGNMENT OF THE RELEVANT RIGHTS

- 2.1 In consideration for the allotment and issue, credited as fully paid up, to RPR of 30 additional voting common shares and to GEMS of 270 additional voting common shares, RPR and GEMS hereby as beneficial owners assign with effect from 19 June 1998 to ISI free from all liens, charges and encumbrances of third party interests, EXCEPT AS PROVIDED IN CLAUSE 2.5 HEREOF, all of the Relevant Rights and all rights to institute and maintain proceedings for infringement of the Relevant Rights against any person who now or hereafter wrongfully uses the Relevant Rights.
- 2.2 The voting common shares in ISI to be allotted and issued, credited as fully paid up, to RPR and GEMS in terms of Clause 2.1 of this Agreement shall be allotted and issued to RPR and GEMS as soon as possible after the date of this Agreement and forthwith upon the allotment and issue of such shares RPR and GEMS shall be entered into the stockholder records of ISI as the holder of such shares and Share Certificates for such shares shall be signed and delivered to RPR and GEMS.
- 2.3 RPR and GEMS shall execute such other assignments, assignments, documents, forms and authorisations and depose to or swear any declaration or oath as may be reasonably required by ISI or by any registry or by any other competent authority for perfecting the vesting of the Relevant Rights in ISI or for conferring on ISI all such rights of action as RPR and GEMS have in relation to any infringement by third parties as at the date hereof or hereafter.
- 2.4 RPR and GEMS hereby undertake and agree to hold the Relevant Rights in Trust for ISI with effect from 19 June 1998.
- 2.5 THE ASSIGNMENT BY RPR IN CLAUSE 2.1 HEREOF IS SUBJECT TO RPR'S OUTSTANDING INDEBTEDNESS ON ITS LOAN NOTES PAYABLE TO JACOBS MANUFACTURING COMPANY LIMITED, HOLO-KROME LIMITED, WEST INSTRUMENTS LIMITED, AND VEEDER-ROOT ENVIRONMENTAL SYSTEMS LIMITED ON 30 APRIL 2006, AND ITS LOAN NOTES PAYABLE TO PACIFIC SCIENTIFIC LIMITED, ROYCE THOMPSEN LIMITED, SPLINES GAUGES LIMITED, PICCADILLY PRECISION ENGINEERING LIMITED, AND GEMS SENSORS LIMITED ON 15 JUNE 2001, AND ISI AGREES THAT IT SHALL BE JOINTLY AND SEVERALLY LIABLE WITH RPR ON THESE OBLIGATIONS.

3. THE LICENSE

- 3.1 ISI hereby grants to RPR and GEMS non-exclusive licenses to use the Relevant Rights throughout the world (the "Territory") to make, use and sell any and all of the Products from 19 June 1998 until the expiration of the Relevant Rights.
- 3.2 RPR and GEMS shall each pay royalties to ISI on sales of the Products by RPR and GEMS in an amount equal to 6% of the respective annual total Net Sales (as hereinafter defined) of Products manufactured by RPR and GEMS in the Territory.
- 3.3 "Net Sales" shall mean the aggregate value of Products manufactured by RPR and GEMS and sold during the relevant period by RPR and GEMS at the invoice price, less trade discounts, returns, allowances to include free goods and cash discounts, freight where it is itemized on the invoice, and excise or other taxes based on the sales price of the Products.
- 3.4 Royalties hereunder shall be payable quarterly and are due within 30 days after the end of each calendar quarter for the immediately preceding calendar quarter. Included with the payment shall be a certificate of the chief financial officer of RPR or GEMS, as the case may be, setting forth the calculation of the royalty due. Within 90 days following each calendar year RPR and GEMS will each submit to ISI a statement setting forth its respective Net Sales of the Products during that calendar year. If any such annual certified statement shows any underpayment or overpayment of royalties made during that calendar year, then the amount of any underpayment shall be added to and the amount of any overpayment shall be subtracted from the amount of royalties otherwise shown due on the next following quarterly statement.

4. OTHER COVENANTS

- 4.1 RPR and GEMS shall maintain the distinctiveness, image and high quality associated with the Products, and they shall at all times during the term of this Agreement diligently promote the distribution and sale of the Products in the Territory. RPR and GEMS shall be responsible for all costs of distribution, marketing, selling and advertising of the Products in the Territory.
- 4.2 RPR and GEMS shall cooperate fully and in good faith with ISI for the purpose of securing, preserving and protecting the Relevant Rights and ISI's rights in and to the Relevant Rights. RPR and GEMS undertake to cooperate with ISI in all manners and respects in order that registrations and user records with respect to the Relevant Rights may be secured within the Territory wherever ISI deems it commercially desirable to do so, and RPR and GEMS agree to execute and cooperate with ISI in the execution of all agreements, documents or instruments

as may be necessary or appropriate to secure and maintain the validity of such registrations or user records. The cost of any such filings will be borne by ISI.

- 4.3 RPR and GEMS shall notify ISI promptly in writing of any infringement or imitation of the Relevant Rights or any adverse claims affecting the Relevant Rights or any third party use of any marks, trade names or designations confusing similar to the Relevant Rights (any all of which shall hereinafter collectively be referred to as "infringement"), provided that such infringement shall come to their attention, and shall cooperate fully with ISI in any infringement proceedings. In the event that ISI decides not to institute such infringement proceedings, it shall give prompt notification of said decision to RPR and GEMS, who shall then have the right, jointly or separately, to initiate infringement proceedings at their own expense and to have the full benefit of any recovery.

5. SEVERABILITY

If any provision or any portion of any provision of this Agreement shall be construed to be illegal, invalid or unenforceable, such shall be deemed stricken and deleted from this Agreement to the same extent and effect as if never incorporated herein, but all other provisions of this Agreement and the remaining portion of any provision which is illegal, invalid or unenforceable in part shall continue in full force and effect.

6. ASSIGNATION

ISI shall have the right to assign its rights and obligations under this Agreement and the proprietary rights covered hereunder, either in whole or in part, without the prior consent of RPR or GEMS. However, neither RPR nor GEMS shall be entitled to assign or sublicense its rights and obligations under this Agreement without the prior written consent of ISI.

7. NOTICES

All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been given when delivered in person or five (5) days following the date sent by first class mail or airmail:

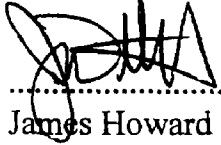
- A. If to RPR to: Troutbeck Road, Millhouses, Sheffield S7 2QA England
Attn: David Tunley
- B. If to GEMS to: One Cowles Road, Plainville, CT 06062 USA
Attn: Reinhold Pabers
- C. If to ISI to: 501 Silverside Road, Suite 105, Wilmington, DE 19809 USA
Attn: Brooks Hall

or such other address as hereafter shall be furnished by a notice in like manner by any party to the other.

8. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of Delaware.

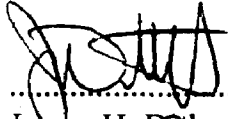
This Agreement is signed for and on behalf of
RELAY PARK REALISATIONS LIMITED by:-



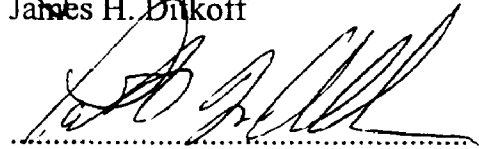
.....
James Howard Ditkoff, Director

.....
David William Tunley, Director

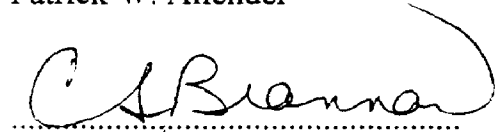
This Agreement is signed for and on behalf of
GEMS SENSORS INC. and INDUSTRIAL SENSORS, INC.
by unanimous written consent of their Directors:-



.....
James H. Ditkoff



.....
Patrick W. Allender



.....
C. Scott Brannan

or such other address as hereafter shall be furnished by a notice in like manner by any party to the other.

8. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of Delaware.


This Agreement is signed for and on behalf of RELAY PARK REALISATIONS LIMITED by:-

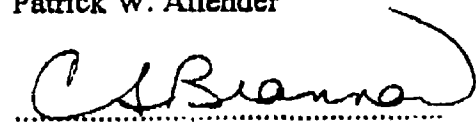

.....
James Howard Ditkoff, Director


.....
David William Tunley, Director

This Agreement is signed for and on behalf of GEMS SENSORS INC. and INDUSTRIAL SENSORS, INC. by unanimous written consent of their Directors:-

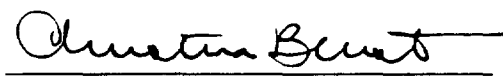

.....
James H. Ditkoff


.....
Patrick W. Allender


.....
C. Scott Brannan

District of Columbia: SS

Subscribed and sworn to before me this 19 day of June, 1998.


.....
Notary Public, D.C.

My Commission Expires November 14, 2001

ANNEX 1

SCHEDULE 1

MARK	COUNTRY	REG. NO.	DATE
DRUMSTICK	U.S.	1,262,886	1/3/84
ENVIROFISH	U.S.	1,803,159	11/9/93
ENVIROLEVEL	U.S.	1,803,160	11/9/93
FABRI-LEVEL	U.S.	1,478,428	3/1/88
FABRISITE	U.S.	1,659,598	10/8/91
FIBERSITE	U.S.	1,723,479	10/13/92
FLIP-PAK	U.S.	846,962	4/2/68
GEMS	U.S.	1,127,464	12/11/79
GEMS & DESIGN	U.S.	797,183	10/5/65
LOAD-PAK	U.S.	798,322	11/2/65
OPTO-PAK	U.S.	1,859,530	10/25/94
ROLI	U.S.	1,128,881	1/8/80
ROTORFLOW	U.S.	1,628,139	12/18/90
SAFE PAK	U.S.	846,963	4/2/68
SMARTFISH	U.S.	1,730,817	11/10/92
SMARTSUMP	U.S.	1,839,258	6/14/94
SMARTWELL	U.S.	1,839,259	6/14/94
SURESITE	U.S.	1,177,898	11/17/81

ABANDONED 7/9

ABANDONED 6/98

MARK	COUNTRY	COMMON LAW
GEMS and Swirl Design (see attached page)	U.S.	No pending application at USPTO as of 7/14/97

ANNEX 1

gemis sensors

ANNEX 1

* = HANDLED BY HOPGOOD, CALIMAFDE, KALIL & JUDLOWE

SCHEDULE 1 (continued)

MARK	COUNTRY	REG. NO.	DATE	
FABRI-LEVEL	BENELUX	438,549	11/24/87	ABANDONED 97
FLASH Character	FRANCE	95 586 707	9/4/95	ABANDONED 97
FLASH Character	U.K.	2,031,588	7/5/96	ABANDONED 97
THE FLUID SEN- SOR PEOPLE	FRANCE	95 586 192	9/30/95	ABANDONED 97
GEMS	BENELUX	313,377	10/11/72	
GEMS	FRANCE	1,208,783	10/19/72	
GEMS	GERMANY	908,596	8/9/73	
QWIK PIKS	FRANCE	95 586 190	9/30/95	ABANDONED 97
QWIK TIP	FRANCE	95 586 191	9/30/95	ABANDONED 97
ROLI	JAPAN	1,522,411	8/27/82	
ROLI	U.K.	81,107,104	1/4/79	
ROTORFLOW	CANADA	396,303	3/27/92	
ROTORFLOW	FRANCE	1,614,654	9/11/90	
ROTORFLOW	GERMANY	1,180,260	8/19/91	
DRUMSTICK	CANADA	305,403	8/2/85	
FABRISITE & Des.	CANADA	304,902	7/19/85	
FLOW RANGER	CANADA	294,972	9/14/84	
ROLI	CANADA	264,639	12/4/81	ABANDONED 97
SURESITE	CANADA	280,649	6/23/83	
FABRI-LEVEL	CANADA	352,041	2/24/89	
FABRI-LEVEL	GERMANY	1,127,883	12/1/87	ABANDONED 97
TRANS- INSTRUMENTS	ITALY	547,641	8/26/91	
GEMS	SWITZERLAND	261,560 (EXPIRED)*	10/10/72	
ROLI	GERMANY	989,649	12/29/78	
SMARTFISH	FRANCE	596,390 92428696	12/21/92 7/29/92	

ANNEX 1

ADDITIONAL U.S. TRADEMARK APPLICATIONS
GEMS SENSORS INC.
HANDLED BY HOPGOOD, CALIMAFDE, KALIL & JUDLOWE

7/98

MARK	COUNTRY	APPLN. NO.	DATE
TURBOFLOW	U.S.	S.N. 75/391072	11/17/97
IMPULSE	U.S.	S.N. 75/410760	12/24/97
PSIBAR	U.S.	S.N. 75/425717	01/29/98
STATUS	U.S.	S.N. 75/428749	02/04/98

ANNEX 1

ADDITIONAL FOREIGN TRADEMARK APPLICATIONS 7/98
GEMS SENSORS INC.
HANDLED BY HOPGOOD, CALIMAFDE, KALIL & JUDLOWE

MARK	COUNTRY	APPLN. NO.	DATE
SMARTFISH	INTERNATIONAL	595390	12/31/92
TURBOFLOW	U.K.	APPLN. S.N. 2155962	01/20/98

ANNEX 2

SCHEDULE 1

U.S. PATENTS

3,955,401	
4,166,936	(EXPIRED)
4,054,385	
4,091,669	
4,564,831	
4,268,953	
4,284,904	
4,304,136	
4,312,376	
4,315,436	
4,457,171	
4,536,660	
4,662,124	
4,870,292	
4,880,990	ABANDONED 12/97
4,942,306	
4,996,396	
5,070,220	
5,088,324	
5,381,022	
5,416,294	

SCHEDULE 1

ANNEX 2

FOREIGN PATENT PROPERTIES

Canada	593,572 *	
Canada	1,139,590	
Canada	1,215,557	
Canada	1,232,958	
Canada	1,332,205 *	
Germany	P.2854284.9	
Germany	P.2921744.5	ABANDONED
Germany	P.68903183.1	
United Kingdom	2,023,347	ABANDONED
Canada	2,026,160	(THIS IS A PENDING APPLICATION)
Germany	P.3919414.0	
United Kingdom	2,047,407	
United Kingdom	2,145,284	
France	81 14 286	
Germany	3127 924	
Germany	9319620.2	
Germany	94109866	
Switzerland	5780/80	
Europe	59201566.1	