

OMB No. 0651-0011 (exp. 4/94)

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To the Assistant Commissioner for Trademarks:
Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): <u>Cerdec Corporation</u></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State PA <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance: <u>2.17.99</u></p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>October 1, 1997</u></p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>Cerdec Royalty Co.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>2255-A Renaissance Dr., Suite 4</u></p> <p>City: <u>Las Vegas</u> state: <u>NV</u> ZIP: <u>89119</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Nevada</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <u>N/A</u> <small>(Designations must be a separate document from assignment)</small></p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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4. Application number(s) or patent number(s):	
A. Trademark Application No.(s) <u>75/318,643</u>	B. Trademark Registration No.(s) <u>1,547,858 569,420</u> <u>1,046,609 1,532,520</u>
Additional numbers attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Thomas A. Shumaker</u></p> <p>Internal Address: <u>tshumaker@tuckerlaw.com</u></p> <p>Street Address: <u>Tucker Arensberg, P.C.</u> <u>1500 One PPG Place</u> City: <u>Pittsburgh</u> state: <u>PA</u> ZIP: <u>15222</u></p>	<p>6. Total number of applications and registrations involved: 5</p> <p>7. Total fee (37 CFR 3.41)..... <u>140.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p> <p><small>(Attach triplicate copy of this page if paying by deposit account)</small></p>
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01 FC: 81 40.00 OP
02 FC: 82 100.00 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.

Thomas A. Shumaker [Signature] 2-15-99
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document

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

**UNITED STATES PATENT AND TRADEMARK
ASSIGNMENT AND BILL OF SALE**

FOR AND IN CONSIDERATION OF GOOD AND VALUABLE

CONSIDERATION, the receipt of which is hereby acknowledged by **CERDEC CORPORATION**, a Pennsylvania corporation with its principal place of business located at West Wylie Avenue, Washington, Pennsylvania 15301 (hereafter "Assignor"), the Assignor does hereby sell, assign, transfer and set over to **CERDEC ROYALTY CO.**, a Nevada corporation with its principal place of business located at 2255-A Renaissance Drive, Suite 4, Las Vegas, Nevada 89119 (hereafter "Assignee"), its successors and assigns, its entire right, title and interest in and to the United States patent and trademark registrations (the "Registrations") and the applications for the United States trademark and patents (the "Applications") specified in Appendix A attached hereto and made a part hereof, together with the goodwill of the business symbolized by each trademark and the Registrations thereof, and any and all rights relating to the Registrations and Applications, including all rights, interest, claims and demands, recoverable in law and in equity, that Assignor has or may have in profits and damages for future infringements of the patents and trademarks covered by such Registrations and Applications (collectively, the Registrations and Applications being referred to herein as the "Intellectual Property"). The effective time and date of the assignment and transfer hereunder shall be 12:01 a.m. on October 1, 1997 (the "Effective Date").

Assignor represents and warrants to Assignee that:

(i) it is a corporation duly incorporated, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania; it has the corporate power and authority to execute and deliver this Assignment and Bill of Sale; and when executed, this Assignment and Bill of Sale will be a valid and binding obligation of Assignor, enforceable against Assignor in accordance with its terms;

(ii) it has good and marketable title to the Intellectual Property, free and clear of any mortgage, pledge, lien, encumbrance, charge, claim, title retention or other security arrangement or obligation to other persons of whatever kind or character; it has the full and exclusive rights to use all of the Intellectual Property; and it has not received notice alleging any infringement of any Intellectual Property or challenging the validity or effectiveness of any agreement or filing relating thereto;

(iii) except for the transfer or assignment documents required to be filed with the United States Patent and Trademark Office with respect to the Registrations and Applications, no consent, approval, authorization, registration, qualification, designation, exemption, declaration or filing of or with any other office, entity or individual is required in connection with or necessary to the execution of this Assignment and Bill of Sale and the consummation of the transaction contained herein; and

(iv) the Intellectual Property, specifically the Registrations and

Applications, comply in all material respects with all applicable laws, rules, regulations, ordinances, decrees, orders and permits of all governmental bodies, including without limitation, those of the United States Patent and Trademark Office; it has not received notice of any event or condition which may interfere with or prevent compliance with the above-referenced laws, rules, regulations, ordinances, decrees, orders and permits, nor has it received notice of, or otherwise become aware of, any circumstances which would prevent or hinder the enforceability of any of the rights granted to the holder of the Registrations and Applications specified in Appendix A.

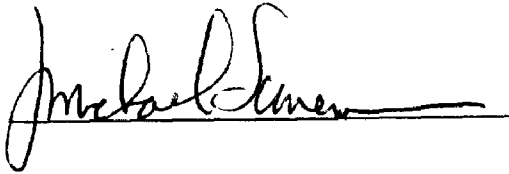
Assignor, for itself and its successors and assigns, covenants that, at any time and from time to time after delivery of this instrument, at Assignee's request and expense but without further consideration, Assignor will take all appropriate actions and execute and deliver all appropriate documents, instruments and conveyances of any kind which may be desirable to carry out the provisions of this Assignment and Bill of Sale. If for any reason Assignor and Assignee are unable to effect completely and in every respect a transfer of the full interest in and to any specific Registration or Application specified in Appendix A, Assignor covenants and agrees to grant to Assignee, at Assignee's option and for no additional consideration, the exclusive worldwide right and license to use, enjoy, commercialize and exploit such Registrations and Applications (including the right to grant sublicenses on such terms as Assignee shall determine, and without the consent of Assignor), for a term equal to the maximum term permissible under applicable law.

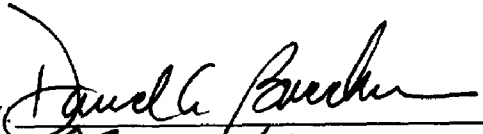
Assignor will cause this Assignment and Bill of Sale to be recorded with the United States Patent and Trademark Office and will direct the Commissioner of Patents and Trademarks to register any certificate of registration issued as a result of the Registrations and Applications in the name of Assignee. The effective time and date of the assignment and transfer shall be the Effective Date, regardless of the time and date of recording of the Assignment and Bill of Sale with the United States Patent and Trademark Office.

WITNESS THE DUE EXECUTION HEREOF as of the 30th day of September, 1997.

ATTEST:

CERDEC CORPORATION




By 
Its: CFO + VP

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this the 10 day of NOV, 1997, before me, the undersigned officer, a Notary Public in and for said County, personally appeared David Brock who acknowledged himself to be the CEO, VP of Cerdec Corporation, a Pennsylvania corporation and that he as such officer, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Cerdec Corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

BE82111.2 9/22/97 011635-005097

APPENDIX A

PATENT NO.	PATENT DATE	TITLE
5,346,651	09-13-94	Silver Containing Conductive Coatings
5,346,933	09-13-94	Thermoplastic/Thermo-Settable Coatings or Inks for Glass, Ceramic & Other Hard Surfaces
5,411,768	05-02-95	Thermoplastic/Thermosettable Coatings or Inks for Glass, Ceramics & Other Hard Surfaces
5,417,745	05-23-95	Silver Containing Conductive Coatings
5,559,059	09-24-96	Lead-Free Glass Frits for Ceramic Enamels
5,616,417	04-01-97	Lead-Free Glass Frits for Ceramic Enamels
5,647,901	07-15-97	High Loading, Low Viscosity Medium for Ceramic Coating Composition
Patent has been approved but no final copy has been received		Partially Crystallizing Enamel Containing Bismuth Silicate
Patent #5,677,2510 has been approved but no final copy has been received		Partially Crystallizing Enamel Containing Zinc Borate

TRADEMARK	GOODS	REGISTRATION/SERIAL NO.	FILING DATE
Double O	Anti-Stick Enamel used in the bent glass industry for automotive and appliance application	1,547,858	07-18-89
Drakenfeld	Pigments, pigment compositions	1,046,609	08-24-76
Drakotherm	Thermoplastic material that is mixed with ceramic colors for screen printing	569,420	01-20-53
Spersastain	Dispersible ceramic stains	1,532,520	04-04-89

TRADEMARK APPLICATION	GOODS	REGISTRATION/SERIAL NUMBER	FILING DATE
Ceradye	Liquid color for use on ceramic substrates, in International Class 1	75/318,643	July 2, 1997

BE:82203.1