

2-16-99

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02-22-1999



To the Honorable Commissioner of Patents and Trademarks

100968697

inal documents or copy thereof.

1. Name of conveying party(ies):

Cottrell, Ltd.

- Individual(s)
- General Partnership
- Corporation-State (Colorado)
- Other:

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Cottrell International, LLC
d/b/a Cottrell, Ltd.

Internal Address:

Street Address: 7399 S. Tucson Way

City: Englewood State: Colorado ZIP: 80112

- Individual(s) citizenship:
- Association
- General Partnership
- Limited Partnership
- Corporation-State:
- Other: Limited liability company (Colorado)

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

Execution Date: July 22, 1998 (copy of Bill of Sale attached)

4. Application number(s) or registration number(s).

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,220,794

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David E. Sipiora
TOWNSEND and TOWNSEND and CREW LLP
Two Embarcadero Center, 8th Floor
San Francisco, California 94111-3834
(303) 571-4000

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):..... \$ 40.00

- Enclosed
- Charge Fees to Deposit Account
- Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account

8. Deposit account number: 20-1430

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.

David E. Sipiora
Name of Person Signing

Signature

February 8, 1999
Date

Total number of pages including cover sheet, attachments, and document: 3

10. Change Correspondence Address to that of Part 5? Yes No

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

Mail documents to be recorded with required cover sheet information to:

Do not detach this portion
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

02/18/1999 JMW/KLS 0000120-201430 2220794 40.00

BILL OF SALE

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July 22, 1998

KNOW ALL MEN BY THESE PRESENTS, that Cottrell, Ltd., a Colorado corporation, duly organized and existing under and by virtue of the laws of the State of Colorado ("Seller"), for and in consideration of the sum of Ten Dollars and other good and valuable consideration, to it in hand paid, at or before the ensembling or delivery of these presents by Cottrell International, LLC, a Colorado limited liability company, of the County of Arapahoe, in the State of Colorado ("Buyer"), the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does sell, convey and deliver unto the said Buyer, its successors and assigns, the following property, goods and chattels, to wit:

All of the "Transferred Assets" as defined in the Contribution, Redemption and Stock Purchase Agreement of the parties among Metrex Research Corporation, Seller, the Shareholders of Seller and Buyer to be dated July 21, 1998 ("Agreement"), including, without limitation, personal property, goods, chattels, machinery, equipment, furniture, fixtures, supplies, inventory, and tangible and intangible assets of all types, kinds, and nature owned by Cottrell, Ltd. located at 7399 South Tucson Way, Englewood, Colorado, 7292 South Revere Parkway, Englewood, Colorado, or any other place in the world, EXCEPT only those assets specifically defined as "Retained Assets" in the Agreement. Retained Assets include the assets listed on Exhibit "A" attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the same unto the said Buyer, its successors and assigns, forever. The said Seller covenants and agrees to and with the Buyer, its successors and assigns, to WARRANT AND DEFEND the sale of said property, goods and chattels against all and every person or persons whomsoever, subject to the indemnification provisions contained in the Agreement.

When used herein, the singular shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has caused its corporate name to be hereunto subscribed by its authorized agent the day and year first above written.

COTTRELL, LTD.

By: E. H. CassinisIts: Chief Financial Officer
AND Vice President

TRADEMARK

REEL: 1857 FRAME: 0627


STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 21st
day of July, 1998 by E.A. Cassinis as CEO / VP
of Cottrell, Ltd., a Colorado corporation.

WITNESS my hand and official seal.

My Commission expires:

11/25/99


Notary Public



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