

11-09-1998

03-26-1999



100872824

100994533

Tab settings 10/9/98

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents of U.S. Patents.

1. Name of conveying party(ies):

THE OHMART CORPORATION

- Individual(s)
- General Partnership
- Corporation-State of Ohio
- Other
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: ~~HONEYWELL~~ MEASUREX CORPORATION

Internal Address: _____

Street Address: One Results Way

City: Cupertino State: CA ZIP: 95014-59

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State of Delaware
- Other

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

(Designations 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
- 3a Asset Purchase Agreement

3a December 10, 1994

Execution Date: ~~3b March 7, 1997x~~

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

11/06/1998 SBURNS 00000161 082727 1083328

01 FC:481 40.00 CH
02 FC:482 50.00 CH

B. Trademark Registration No.(s)

1083328 - WEBART
872117 - PREFCOAT
1730274 - CONCEPT ONE

Additional numbers attached? Yes No

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

Name: Carolyn M. Sandberg

Internal Address: Honeywell-Measurex Corporation
c/o Honeywell Inc.

Street Address: Honeywell Plaza, PO Box 524

City: Minneapolis State: MN ZIP: 55440-0524

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

Enclosed

Authorized to be charged to deposit account +

any other fees which may be required by this paper to Deposit Account No. 08-2727

8. Deposit account number:

08-2727

(Attach duplicate copy of this page if paying by deposit account)

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.

Carolyn M. Sandberg

~~Carolyn M. Sandberg~~

Name of Person Signing

Carolyn M. Sandberg
Signature

October 9, 1998

Date

Total number of pages including cover sheet, attachments, and document: 9 6

*duplicate copy of cover sheet

original
ERC

ASSET PURCHASE AGREEMENT

dated as of

December 10, 1994

by and between

THE OHMART CORPORATION, as Seller

and

MEASUREX CORPORATION, as Buyer

ASSET PURCHASE AGREEMENT

THIS AGREEMENT dated as of the close of business on December 10, 1994 by and between The Ohmart Corporation, an Ohio corporation ("Seller") and Measurex Corporation, a Delaware corporation ("Buyer").

WHEREAS, Seller is engaged in, among other things, the web measurement and control business, which consists of designing, manufacturing, marketing, selling and servicing products and systems used in the measurement and control of thickness, basis weight, moisture, composition or dimensions of products manufactured or coated in sheet form, but not including Seller's MoistArt product line (the "Business");

WHEREAS, Seller and Buyer have executed a letter of intent dated November 2, 1994 (the "Letter of Intent") regarding the acquisition by Buyer of the Business; and

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, substantially all of the assets, properties and rights of Seller related to the Business as provided by this Agreement, upon the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

ARTICLE I PURCHASE AND SALE OF ASSETS

Section 1.1 Description of Assets to be Acquired. Upon the terms and subject to the conditions set forth in this Agreement, and except as set forth in Section 1.2 hereof, on the Closing Date (as defined in Section 8.1), Seller will convey, sell, transfer, assign and deliver to Buyer, and Buyer shall purchase from Seller, all right, title and interest of Seller on the Closing Date in and to the assets, properties, rights of the Business of every kind, nature and description, real, personal or mixed, tangible and intangible, wherever located, specifically listed below:

a. All machinery, equipment, tools, furniture, fixtures, office equipment and other tangible personal property currently used in the conduct of the Business, including but not limited to, those items listed in Schedule 1.1(a) hereto;

b. All marketing materials, training materials, office and reference manuals and similar items associated with the Business;

c. All inventions, trade secrets, formulae, process engineering, technical data, art works, schematic drawings, secret processes, engineering drawings, proprietary rights, proprietary knowledge, know-how, including without limitation manufacturing know-how, computer software and programming know-how (including source code, object code, on-line files, documentation, testing materials, reports, etc.), product plans, software development tools, marks, trademarks, names, symbols, service marks, logos, copyrights, and patents and all applications therefor, registrations thereof and licenses in respect thereof necessary to or used in the conduct of the Business, including, without limitation, those items listed on Schedule 1.1(c) (the "Technology").

d. The sales orders for customer purchases of Products (as defined in Section 5.1) and quotations of Seller entered into in connection with the conduct of the Business as of the Closing Date (the "Backlog") listed on Schedule 1.1(d).

e. The contracts, contract rights, license agreements, quotations and other executory commitments of Seller necessary for the conduct of the Business (other than the Backlog), as listed on Schedule 1.1(e) (the "Contracts").

f. All cash deposits from customers with respect to the Confirmed Backlog (as defined in Schedule 1.1(d)), advance payments, prepaid items and expenses, deferred charges, rights of offset and credits and claims for refund relating to the Business, as described in Schedule 1.1(f).

g. All customer and supplier lists, including addresses, drawings, files, papers and records relating to the Business.

h. All causes of action, judgments and claims or demands of whatever kind or description arising out of or relating to the Business, as described in Schedule 1.1(h).

i. The Gold Room Demonstration System.

j. All goodwill, if any, associated with the Business.

The assets, properties and rights to be conveyed, sold, transferred, assigned and delivered to Buyer pursuant to this Section 1.1 are sometimes hereinafter collectively referred to as the "Assets."

2.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

MEASUREX CORPORATION

By *John R. Wickham*

Title EXECUTIVE VICE PRESIDENT

THE OHMART CORPORATION

By *Joseph E. Stigler*

Title PRESIDENT

219788.3

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WPA

TRADEMARKS AND SERVICES MARKS

REGISTERED MARKS:

MARK	REGISTRATION NO.	JURISDICTION (STATE OR COUNTY)	DATE OF ISSUE	EXPIRATION DATE
WEBART	1083328	USA	1/24/78	1/24/98
PREFCOAT	872117	USA	7/11/89 ⁶⁹	7/11/09
CONCEPT ONE	1730274	USA	11/3/92	11/3/02 ✓

Carolyn M. Sandberg
Senior Attorney
Intellectual Property
Trademarks

Honeywell Inc.
Honeywell Plaza
P.O. Box 524
Minneapolis, MN 55440-0524
612 951-0621
612 951-0649 Fax
March 23, 1999
carolyn.m.sandberg@corp.honeywell.com

Maurice Carter, Examiner
Assignment Division
Office of Public Records
Box Assignments, CG-4,
U. S. Patent and Trademark Office
1213 Jefferson Davis Highway, Suite 320
Washington, D.C. 20231

Re: Document ID No. 100872824
Honeywell-Measurex Corporation

6th & Hill
MARCH 23 1999

Dear Examiner Carter:

Please find enclosed the following assignment documents re-submitted as required:

1. Recordation Form Cover Sheet and related enclosures, Document ID No. 100872824, dated October 9, 1998, stating The Ohmart Corporation conveying to Measurex Corporation. There is no duplicate copy for deposit account authorization as the fee has been deducted;
2. Recordation Form Cover Sheet and related enclosures, dated October 9, 1998, stating Measurex Corporation conveying to Honeywell-Measurex Corporation, and duplicate copy for deposit account authorization;
3. The Assignment Division Office of Public Records Notice of Non-Recordation of Document cover letter dated February 24, 1999.
4. The Certificate of Express Mailing, dated March 23, 1999.

Sincerely,

Carolyn M Sandberg
Carolyn M. Sandberg

Certificate of Express Mail Under 37 CFR 1.10

"Express Mail" mailing label number: EL167002045US
Date of Deposit: March 23, 1999
I hereby certify that this paper and fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the U.S. Patent and Trademark Office, Assignment Division, Box Assignments, CG-4, 1213 Jefferson Davis Hwy, Suite 320, Washington, D.C. 20231.

Ellen V. Beaudin
Signature of person mailing paper & fee)

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Enclosures