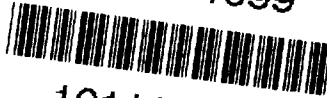




07-29-1999

U.S. Patent & TMOfc/TM Mail RoptDt. #34

08-11-1999



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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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

Execution Date
Month Day Year

Name

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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership Corporation Association

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

08/10/1999 MTHA11 00000037 231131 1525201

FOR OFFICE USE ONLY

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
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REEL: 001941 FRAME: 0765

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="1,525,201"/>	<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.

Frederick J. McKinnon #28,240

Name of Person Signing Signature Date Signed

MERGER

WHEREAS, Interspec, Inc., a Pennsylvania corporation with its principal place of business at 110 West Butler Avenue, Ambler, Pennsylvania 19002 previously at 110 East Hector Street Conshohocken, Pennsylvania 19428 was owner of the trademark "Sector-Trac" Registration Number 1,525, 201, as reflected in the records of the United States Patent and Trademark Office; and

WHEREAS, Interspec, Inc. merged with and into Advanced Technology Laboratories, Inc. in accordance with the laws of the State of Washington and the Commonwealth of Pennsylvania ("the Merger"). The effective date of the Merger was August 31, 1995 on which the Articles of Merger were filed in the office of the Secretary of State of the State and Washington and the Certificate of Merger was filed in the office of the Department of State of the Commonwealth of Pennsylvania. (see Exhibit A attached hereto and by this referenced made a part hereof)

WHEREAS, Advanced Technology Laboratories, Inc. a Washington corporation previously ATL Washington, Inc. with its principal place of business at 22100 Bothell Everett Highway Bothell, Washington 98041-3003, acquired all the assets of Interspec, Inc. as of the effective date of the Merger which included all the Trademarks, owned by Interspec, Inc.

NOW THEREFORE, on the effective date of the Merger Interspec Inc. hereby confirms that the Trademarks were assigned and transferred unto Advanced Technology Laboratories, Inc. its successors and assigns.

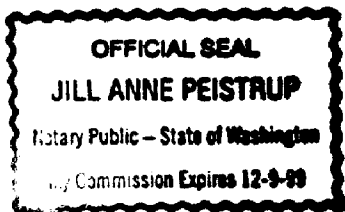
IN WITNESS WHEREOF, the undersigned has caused these presents to be executed by its duly authorized officer on July ^{29th}, 1999.

Frederick J. McKinnon *Frederick J. McKinnon*
Frederick J. McKinnon
Authorized Representative

State of Washington
County of Snohomish

Signed and attested before me this ^{29th} day of July, 1999.

Jill Anne Peistrup
Notary Public in and for the State of Washington
residing at Seattle.
My Commission Expires: ~~6/15/99~~ 12-9-99



ARTICLES OF MERGER

INTERSPEC, INC.
a Pennsylvania corporation

WITH AND INTO

ATL WASHINGTON, INC.
a Washington corporation

AUG 31 95

PA Dept. of State

In compliance with the requirements of 15 Pa. C.S. § 1926 the undersigned business corporations INTERSPEC, INC., a Pennsylvania corporation, and ATL WASHINGTON, INC., a Washington corporation, desiring to effect a merger hereby state that:

(1) The name of the corporation surviving the merger is ATL WASHINGTON, INC.;

(2) The surviving corporation is a qualified foreign business corporation incorporated under the laws of the state of Washington and the address of its current commercial registered office in this Commonwealth is c/o C T Corporation System, 1635 Market Street , Philadelphia, Pennsylvania 19103, county of Philadelphia;

(3) The name and the address of the current registered office for INTERSPEC, INC. in this Commonwealth is 110 West Butler Avenue, Ambler, Pennsylvania, 19002-5795, county of Montgomery. The name and the address of the current commercial registered office for ATL WASHINGTON, INC. in the state of Washington is c/o C T Corporation System, 520 Pike Street, 26th Floor, Seattle, Washington, 19101;

(4) The Merger Agreement shall be effective at 5:00 p.m., Pacific Standard Time, on the date it is filed in the Department or State, provided however, that for accounting purposes only, the plan of merger shall be deemed effective on August 31, 1995.

(5) The Agreement and Plan of Merger dated as of August 30, 1995 (the "Merger Agreement") has been adopted, and approved by the directors and sole shareholders of each of the constituent corporations in accordance with 15 PaC.S. § 1924 (a) of the Pennsylvania Business Corporation Law;

(6) The Merger Agreement is set forth in full in Exhibit A. attached hereto and made a part hereof.

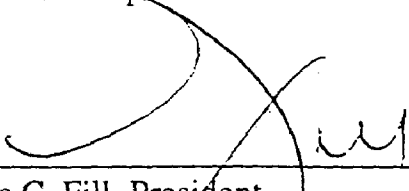
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PA DEPT. OF STATE


08/30/95, 9:42AM

IN WITNESS WHEREOF, the undersigned have affirmed the statements herein as true,
under penalties of perjury, as of this 30th day of August, 1995.

INTERSPEC, INC.,
a Pennsylvania corporation

By: 
Dennis C. Fill, President

ATL WASHINGTON, INC.,
a Washington corporation

By: 
Dennis C. Fill, President

08/30/95, 1:45PM

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (the "Agreement") is made as of the 24th day of January, 1995 by and between ATL WASHINGTON, INC., a Washington corporation ("ATL") and INTERSPEC, INC., a Pennsylvania corporation ("Interspec"). ATL and Interspec may hereinafter be referred to as the "Constituent Corporations."

Each of the Constituent Corporations has, subject to approval by their respective shareholders, adopted the plan of merger embodied in this Agreement, and the Constituent Corporations and their respective boards of directors deem it advisable and in the best interest of each of the Constituent Corporations that Interspec be merged with and into ATL pursuant to the applicable laws of the State of Washington and Section 368 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, on the terms and conditions herein provided, the constituent Corporations do hereby agree to merge, and the parties hereby agree as follows:

1. The Merger.

1.1 Governing Law. Interspec shall be merged with and into ATL in accordance with the applicable laws of the State of Washington and the Commonwealth of Pennsylvania. (the "Merger"). ATL shall be the surviving corporation.

1.2 Effective Date. The "Effective Date" of the Merger shall be, and such term as used herein shall mean, 5:00 p.m., Pacific Standard Time, on the day on which the Articles of Merger in substantially the form attached hereto as Exhibit A-1 are filed in the office of the Secretary of State of the State of Washington and the Certificate of Merger in substantially the form attached hereto as Exhibit A-2 is filed in the office of the Department of State of the Commonwealth of Pennsylvania after satisfaction of the requirements of applicable laws prerequisite to such filing. Provided, however, that for accounting purposes only, the effective date of the Merger shall be deemed to be August 31, 1995.

2. Share Conversion.

2.1 Cancellation of Outstanding Interspec Shares. On the Effective Date, each share of Common Stock of Interspec that was issued and outstanding immediately prior to the Effective Date shall be canceled.

2.2 ATL Shares Outstanding. The resulting shares outstanding shall be 100 shares of ATL Common Stock issued and outstanding, par value \$1.00 per share.

3. Effect of the Merger.

3.1 Assets and Liabilities of ATL. On the Effective Date, without further act, deed or other transfer, all title to real property and other tangible and intangible property owned by Interspec shall be vested in ATL and ATL shall be subject to all liabilities of Interspec.

3.2 Articles of Incorporation and Bylaws. The Articles of Incorporation of ATL, as in effect on the Effective Date, shall, from and after the Effective Date, be and continue to be the Articles of Incorporation of ATL without change or amendment until thereafter amended in accordance with the provisions thereof and applicable laws. The Bylaws of ATL as in effect on the Effective Date shall, from and after the Effective Date, be and continue to be the Bylaws of ATL without change or amendment until thereafter amended in accordance with the provisions thereof, the Articles of Incorporation of ATL and applicable laws.

3.4 Directors and Officers. The directors and officers of Interspec shall not continue their appointments as directors and officers of ATL on the Effective Date, and the directors and officers of ATL shall continue to serve until they are removed or replaced in accordance with the Articles of Incorporation and Bylaws of ATL.

3.5 Further Action. From time to time, as and when requested by ATL, or by its successors or assigns, Interspec shall execute and deliver or cause to be executed and delivered all such deeds and other instruments, and shall take or cause to be taken all such further or other actions, as ATL, or its successors or assigns, may deem necessary or desirable in order to vest in and confirm to ATL, and its successors or assigns, title to and possession of all the property, rights, privileges, powers and franchises referred to herein and otherwise to carry out the intent and purposes of this Agreement.

4. Termination; Amendment.

4.1 Termination Provision. Anything contained in this Agreement to the contrary notwithstanding, prior to the Effective Date either party to this Agreement may withdraw from this Agreement and may abandon the Merger:

(a) Upon written notice to the other party hereto; or

(b) If the holders of the outstanding shares of Common Stock of Interspec or ATL shall not vote in favor of the Merger by at least the number of votes required by RCW 23B.11.030 or 15 Pa.C.S. § 1924 (a) of the Pennsylvania Business Corporation Law.

4.2 Amendment Provisions. Anything contained in this Agreement notwithstanding, this Agreement may be amended or modified in writing at any time prior to the Effective Date; provided that, an amendment made subsequent to the adoption of this Agreement by the shareholders of the Constituent Corporations shall not (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of the Constituent Corporations, (2) alter or change any terms of the Articles of Incorporation of ATL or (3) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of shares of any class or series thereof of the Constituent Corporations; provided, however, the Constituent Corporations may by agreement in writing extend the time for performance of, or waive compliance with, the conditions or agreements set forth herein.

4.3 Board Action. In exercising their rights under this Section 4, each of the Constituent Corporations may act by its Board of Directors, and such rights may be so exercised, notwithstanding the prior approval of this Agreement by the shareholders of the Constituent Corporations.

IN WITNESS WHEREOF, this Agreement, having first been duly approved by resolutions of the Board of Directors of each of the parties, is hereby executed on behalf of each of the parties by their respective officers thereunto duly authorized.



Attest:

W. Brinton Yorks, Jr.
W. Brinton Yorks, Jr., Secretary

INTERSPEC, INC.,
a Pennsylvania corporation

By: _____
Dennis C. Fill, President



Attest:

W. Brinton Yorks, Jr.
W. Brinton Yorks, Jr., Secretary

ATL WASHINGTON, INC.
a Washington corporation

By: _____
Dennis C. Fill, President