

FORM PTO-1594 (Rev. 6-93)

12-02-1999

FR SHEET
ILY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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



Tab Settings

101179385

the attached original documents or copy thereof.

To the Honorable Commissioner

1. Name of conveying party(ies):

PACIFIC SCIENTIFIC COMPANY (PSC)

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other CORRECTION OF ASSIGNMENT (Assignor)
(Deletion of Relay Park Realisations Limited)
- Merger
- Change of Name

Execution Date: _____

2. Name and address of receiving party(ies)

Name: Light Controls Corp.

Internal Address: Suite 105

Street Address: 501 Silverside Road

City: Wilmington State: DE ZIP: 19809

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

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)

B. Trademark Registration No.(s)

1,408,241

Additional numbers attached? Yes No

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

Name: Jody H. Drake, Esquire

Internal Address:

SHOEMAKER AND MAITARE, LTD.

Street Address: 2001 Jefferson Davis Hwy.

1203 Crystal Plaza Bldg. 1

City: Arlington State: VA ZIP: 22202

6. Total number of applications and registrations involved: 1

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

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)

12/01/1999 DCORTES 00000042 1408241

DO NOT USE THIS SPACE

01 FC:481

40.00 OP

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

Name of Person Signing

Signature

Nov. 29, 1999

Date

Total number of pages including cover sheet, attachments, and document: 12

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

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK

REEL: 001965 FRAME: 0463

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) **PACIFIC SCIENTIFIC COMPANY**, a California corporation with FEIN 94-0744970 (hereinafter referred to as "PSC"), whose operations include the Fisher Pierce division (hereinafter referred to as "FPD") at 90 Liberty Parkway, Weymouth, MA 02189 USA; and
- (3) **LIGHT CONTROLS CORP.**, a Delaware corporation formed on 11 June 1998 (hereinafter referred to as "LCC") with 100 outstanding common shares, of which 10 were issued to RPR and 90 were issued to PSC.

WHEREAS:-

- (A) RPR, PSC and LCC 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 Royce Thompsen Limited (incorporated in England with number 1943245);
- (C) RPR and PSC have agreed to assign to LCC, and LCC has agreed to acquire from RPR and PSC, with effect from 19 June 1998 the Relevant Rights (as hereinafter defined) in consideration for the allotment and issue to RPR and PSC, credited as fully paid up, of 30 and 270 additional common shares, respectively; and
- (D) LCC has agreed to license the Relevant Rights to RPR and PSC under the terms and conditions provided herein.

NOW THEREFORE RPR, PSC and LCC 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 not 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 Royce Thompsen Limited pursuant to the Acquisition Agreement and used by PSC in the business of its FPD. 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 PSC of 270 additional voting common shares, RPR and PSC hereby as beneficial owners assign with effect from 19 June 1998 to LCC 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 LCC to be allotted and issued, credited as fully paid up, to RPR and PSC in terms of Clause 2.1 of this Agreement shall be allotted and issued to RPR and PSC as soon as possible after the date of this Agreement and forthwith upon the allotment and issue of such shares RPR and PSC shall be entered into the stockholder records of LCC as the holder of such shares and Share Certificates for such shares shall be signed and delivered to RPR and PSC.
- 2.3 RPR and PSC 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 LCC or by any registry or by any other competent authority for perfecting the vesting of the Relevant Rights in LCC or for conferring on LCC all such rights of action as RPR and PSC have in relation to any infringement by third parties as at the date hereof or hereafter.
- 2.4 RPR and PSC hereby undertake and agree to hold the Relevant Rights in Trust for LCC 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 LCC AGREES THAT IT SHALL BE JOINTLY AND SEVERALLY LIABLE WITH RPR ON THESE OBLIGATIONS.

3. THE LICENSE

- 3.1 LCC hereby grants to RPR and PSC non-exclusive licenses to use the Relevant Rights throughout the world (the "Territory") to make, use and sell any and all outdoor lighting control products (the "Products") from 19 June 1998 until the expiration of the Relevant Rights.
- 3.2 RPR and PSC shall each pay royalties to LCC on sales of Products by RPR and PSC in an amount equal to 6% of the respective annual total Net Sales (as hereinafter defined) of Products manufactured by RPR and PSC in the Territory.
- 3.3 "Net Sales" shall mean the aggregate value of Products manufactured by RPR and PSC and sold during the relevant period by RPR and PSC 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 PSC, as the case may be, setting forth the calculation of the royalty due. Within 90 days following each calendar year RPR and PSC will each submit to LCC 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 PSC 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 PSC shall be responsible for all costs of distribution, marketing, selling and advertising of the Products in the Territory.
- 4.2 RPR and PSC shall cooperate fully and in good faith with LCC for the purpose of securing, preserving and protecting the Relevant Rights and LCC's rights in and to the Relevant Rights. RPR and PSC undertake to cooperate with LCC 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 LCC deems it commercially desirable to do so, and RPR and PSC agree to execute and cooperate with LCC 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 recordals. The cost of any such filings will be borne by LCC.

4.3 RPR and PSC shall notify LCC 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 LCC in any infringement proceedings. In the event that LCC decides not to institute such infringement proceedings, it shall give prompt notification of said decision to RPR and PSC, 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

LCC 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 PSC. However, neither RPR nor PSC shall be entitled to assign or sublicense its rights and obligations under this Agreement without the prior written consent of LCC.

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:

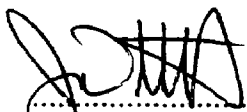
- A. If to RPR to: Troutbeck Road, Millhouses, Sheffield S7 2QA England
Attn: David Tunley
- B. If to PSC to: Fisher Pierce, 90 Libby Pkwy, Lawrence, MA 02189 USA
Attn: Steve Breitzka
- C. If to LCC to: 501 Silverside Road, Suite 105, Wilmington, DE 19809 USA
Attn: Brooks Hall

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:-



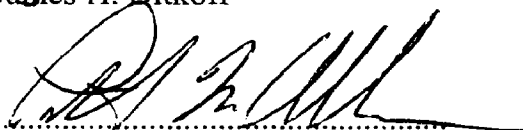
.....
James Howard Ditkoff, Director

.....
David William Tunley, Director

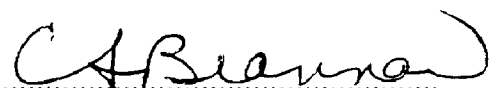
This Agreement is signed for and on behalf of
PACIFIC SCIENTIFIC COMPANY and LIGHT CONTROLS CORP.
by unanimous written consent of their Directors:-



.....
James H. Ditkoff



.....
Patrick W. Allender

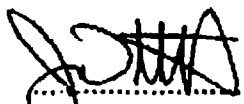


.....
C. Scott Brannan

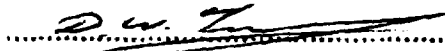
8. GOVERNING LAW AND JURISDICTION

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

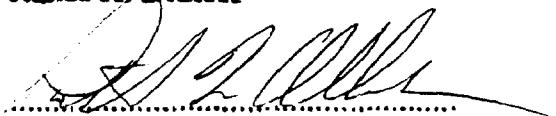


David William Tunley, Director

This Agreement is signed for and on behalf of
PACIFIC SCIENTIFIC COMPANY and LIGHT CONTROLS CORP.
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

AMENDMENT TO LICENSING AGREEMENTS

WHEREAS, Danaher UK Industries Limited ("DUKI") acquired certain intellectual property rights from Spline Gauges Limited ("SGL"), Piccadilly Precision Engineering Limited ("PPEL"), and Gems Sensors Limited ("GSL") on 15 June 1998 and transferred those intellectual property rights to Master Gears Corp. ("MGC"), Precision Gauges, Inc. ("PGI"), and Industrial Sensors, Inc. ("ISI"), respectively, on 19 June 1998;

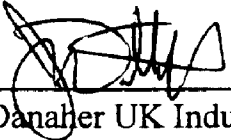
WHEREAS, MGC, PGI, and ISI agreed to license those intellectual property rights to DUKI in consideration of royalties equal to 6% of Net Sales of Products, as defined in the agreements; and

WHEREAS, subsequent investigation has determined that such intellectual property rights consist primarily of manufacturing know-how, rather than patents or registered trade marks;

IT IS HEREBY AGREED AS FOLLOWS:

With effect from 19 June 1998, the royalty rates in the licensing agreements between DUKI and MGC, DUKI and PGI, and DUKI and ISI shall be reduced from 6% to 2% of Net Sales of Products as defined in those agreements.

AGREED to this 29th day of October, 1998:



Danaher UK Industries Limited
By: James H. Ditkoff, Director



Master Gears Corp.; Precision Gauges, Inc.;
and Industrial Sensors, Inc.
By: James H. Ditkoff, President

ANNEX 4

DOCKET and APPLICATION Nos.	CTY.	TITLE of PATENT or TRADEMARK	Patent or Trademark No.	Grant Date
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FSM-0074 74/697,739	USA	Trademark: AUTOCAP	1,985,517	7/9/96
FSM-0075 74/698,058	USA	Trademark: SMARTSET	1,981,087	6/18/96
FSM-0082 75/274,356	USA	Trademark Application: AUDITOR	Allowed/ Not Yet Issued	
FSM-083 73/398,107	USA	Trademark: FISHER PIERCE	1,408,241	9/9/86
	USA	Trademark: POWERFLEX	779,782	11/10/6



Established 1930
Kevin G. Smith-GA & DC Bar
Charles W. Fallow-VA & DC Bar
Jody H. Drake-MA & DC Bar

A Professional Corporation
Suite 1203 Crystal Plaza Building 1
2001 Jefferson Davis Highway
P.O. Box 2286
Arlington, VA 22202-0286
Telephone (703) 415-0810
Fax (703) 415-0813

November 29, 1999

U. S. Patent and Trademark Office, Assignment Division
Box Assignments, CG-4, Suite 320
1213 Jefferson Davis Hwy.
Washington, D.C. 20231

**ATTN: MS. ANN HARRELL
ASSIGNMENT DIVISION**

Dear Ms. Harrell:

REQUEST FOR CORRECTION

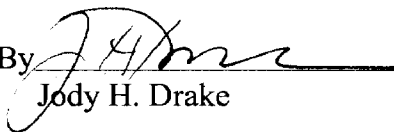
Counsel requests that the following correction be entered for the Assignment record as follows:

An assignment was recorded on February 8, 1999, appearing at Reel 1851, Frame 0774+, wherein assignor was designated "RELAY PARK REALISATIONS LIMITED (RPR) and PACIFIC SCIENTIFIC COMPANY (PSC)". Please note Relay Park Realisations Limited was incorrectly designated as an assignor and it is requested that the Assignment record be corrected to eliminate assignor Relay Park Realisations Limited (RPR) as it relates to the attached trademark properties.

A check in the amount of \$40 for the requisite fee is attached hereto. Please forward confirmation that Relay Park Realisations Limited (RPR) has been deleted from the Assignment records.

Respectfully submitted,

SHOEMAKER AND MATTARE, LTD.

By  _____
Jody H. Drake

2001 Jefferson Davis Hwy.
1203 Crystal Plaza Bldg. 1
Arlington, VA 22202-0286
(703)415-0810
November 29, 1999