

09-30-1999

RE MRD  
9-27-99



101159191

To the Honorable Commissioner of Patents and Trademarks, I hereby record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**Roper Scientific, Inc.**

Individual  Association  
 General Partnership  Limited Partnership  
 Corporation-State of Delaware  
 Other \_\_\_\_\_

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



2. Name and address of receiving party(ies):  
**Name: Roper Holdings, Inc.**  
**Address: 300 Delaware Ave., Suite 1704**  
**City: Wilmington State: Delaware ZIP: 19801**

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  
 (Designation must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
 Execution Date: June 9, 1999

4(a). Trademark Application No.(s):

Additional numbers attached?  Yes  No

4(b). Trademark Registration No.(s): 2,198,209; 2,205,455  
1,975,659; 1,919,469; 1,991,855; 1,840,134; 1,561,690

5. Name and address of party to whom correspondence concerning document should be mailed:  
**Name Gregory T. Gronholm, Esq.**  
**Address: JONES & ASKEW, LLP**  
**2400 Monarch Tower**  
**3424 Peachtree Road, N.E.**  
**Atlanta, Georgia 30326**

6. Total number of applications and registrations involved: **7**

7. Total fee (37 CFR 3.41) enclosed: **\$ 190.00**

DO NOT USE THIS SPACE

8. 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*

*I certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner of Patents and Trademarks, Washington, DC 20231, on 6/19/99*

**Gregory T. Gronholm** \_\_\_\_\_ **6/19/99**  
 Name of Person Signing Signature Date

Attorney Docket No: **18536-6009** Total number of pages including cover sheet: **7**

06/17/1999 HTMA11 00000285 2198299

01 FC:481  
02 FC:482

40.00 EP  
Mail documents to be scanned with required cover sheet information to:

Commissioner of Patents & Trademarks  
Box Assignments  
Washington, DC 20231

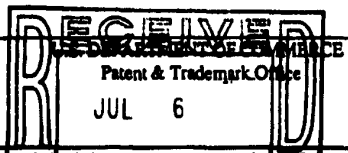
TRADEMARK  
REEL: 001970 FRAME: 0133

07-14-1999



SHEET

101089464



To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

MEQ 7-6-99

1. Name of conveying party(ies):  
**Roper Scientific, Inc.**

Individual  
 General Partnership  
 Corporation-State of Delaware  
 Other \_\_\_\_\_

Association  
 Limited Partnership

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



2. Name and address of receiving party(ies):  
**Name: Roper Holdings, Inc.**  
**Address: 300 Delaware Ave., Suite 1704**  
**City: Wilmington State: Delaware ZIP: 19801**

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  
 (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: June 9, 1999

4(a). Trademark Application No.(s):  
 4(b). Trademark Registration No.(s): 2,198,209; 2,205,455  
 1,975,659; 1,919,469; 1,991,855; 1,840,134; 1,561,690

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
**Name Gregory T. Gronholm, Esq.**  
**Address: JONES & ASKEW, LLP**  
**2400 Monarch Tower**  
**3424 Peachtree Road, N.E.**  
**Atlanta, Georgia 30326**

6. Total number of applications and registrations involved: **7**

7. Total fee (37 CFR 3.41) enclosed: **\$ 190.00**

DO NOT USE THIS SPACE

8. 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*

*I certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner of Patents and Trademarks, Washington, DC 20231, on 6/19/99*

**Gregory T. Gronholm**  
 Name of Person Signing

*[Signature]*  
 Signature

6/19/99  
 Date

Attorney Docket No: **18536-6009** Total number of pages including cover sheet: **7**

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

TRADEMARK  
REEL: 001970 FRAME: 0134

## **ASSIGNMENT**

---

WHEREAS, **ROPER SCIENTIFIC, INC.**, a corporation of the State of Delaware, having its principal place of business at 3440 E. Britannia, Tucson, Arizona 85076 USA (hereinafter "ASSIGNOR"), is the record owner in the United States Patent and Trademark Office of Letters Patent of the United States of America as listed in Schedule A attached hereto and hereafter collectively referred to as "Patents" and of certificates of registration as listed in Schedule B attached hereto and hereafter collectively referred to as "Trademarks"; and

WHEREAS, **ROPER HOLDINGS, INC.**, a corporation of the State of Delaware, having a place of business at Suite 1704, 300 Delaware Avenue, Wilmington, Delaware 19801 USA (hereinafter, "ASSIGNEE") is desirous of acquiring an interest in the same;

NOW, THEREFORE, for and in consideration of Five Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR by these presents does sell, assign and transfer unto ASSIGNEE the full, exclusive and entire right, title, and interest in and to said Patents and Trademarks, in and to any divisions, continuations, and reissues thereof, including the right to sue for damages and other remedies in respect of any infringement of said Patents and Trademarks which may have occurred before the date of this assignment, for its interest and for the sole use and benefit of ASSIGNEE and its assigns and legal representatives.

For the same consideration, ASSIGNOR by these presents does sell, assign, and transfer to ASSIGNEE the full, exclusive, and entire right, title and interest in and to any foreign application or applications corresponding to said Patents and Trademarks, in whole or in part, in countries other than the United States, in and to any Letters Patent and similar protective rights granted on said foreign applications, and in and to the right to claim any applicable priority rights arising from or required for said foreign applications under the terms of any applicable

conventions, treaties, statutes, or regulations, said foreign applications to be filed and issued in the name of ASSIGNEE, or its designee insofar as permitted by applicable law.

AND, for the same consideration, ASSIGNOR agrees to sign all lawful papers, execute all divisional, continuing, reissue and other applications, make all assignments and rightful oaths, and generally do everything possible to aid ASSIGNEE, its successors, assigns, and nominees, to obtain and enforce proper protection for all said Patents and Trademarks in all countries throughout the world.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

ASSIGNOR further agrees that all necessary records of ASSIGNOR to establish priority of invention in any interference or similar proceeding will be made available at no additional charge to ASSIGNEE, in the event such records are needed in connection with any of the assigned Patents or Trademarks.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officers and its seal to be affixed, this 9<sup>th</sup> day of June, 1999.

ASSIGNOR: ROPER SCIENTIFIC, INC.

[Corporate Seal]

By:   
N. Will Crocker, Vice-President

**CERTIFICATE OF ACKNOWLEDGEMENT**

STATE OF GEORGIA

Before me, the undersigned attesting officer duly authorized to administer oaths, a Notary Public in and for the county aforesaid, on this 9<sup>th</sup> day of June, 1999, personally appeared N. WILL CROCKER, to me known personally, and who, being by me duly sworn, deposes and says that he is the VICE-PRESIDENT of ROPER SCIENTIFIC, INC., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said N. WILL CROCKER acknowledged said instrument to be the free act and deed of said corporation.

Amanda J. Collins  
NOTARY PUBLIC

(SEAL)

My Commission Expires:

Notary Public, Madison County, Georgia  
My Commission Expires March 4, 2003

J&A Docket: 18536-6008

**Schedule A**

**U.S. Patents**

<b><u>U.S. Patent No.</u></b>	<b><u>Issue Date</u></b>
5,134,275	July 28, 1992
5,134,680	July 28, 1992
5,142,557	August 25, 1992
5,252,850	October 12, 1993
5,338,948	August 16, 1994
5,371,470	December 6, 1994
5,386,230	January 31, 1995
5,393,931	February 28, 1995
5,493,332	February 20, 1996
5,515,329	May 7, 1996
5,594,520	January 14, 1997
5,729,336	March 17, 1998
5,760,974	June 2, 1998
5,774,214	June 30, 1998
5,818,571	October 6, 1998
5,432,335	July 11, 1995
5,483,091	January 9, 1996
5,821,547	October 13, 1998

**Schedule B**

**U.S. Trademark Registrations**

<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
2,198,209	December 20, 1998
2,205,455	November 24, 1998
1,975,659	May 28, 1996
1,919,469	September 19, 1995
1,991,855	August 6, 1996
1,840,134	June 14, 1994
1,561,690	October 24, 1989