

10-13-1999



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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
 07 30 99

Conveying Party

Mark if additional names of conveying parties attached

Name ELSAG BAILEY, INC. Execution Date
Month Day Year
 07 30 99

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name SIEMENS AG

DBA/AKA/TA

Composed of

Address (line 1) Postfach 22 16 34

Address (line 2) D-80506

Address (line 3) Muenchen Germany

City State/Country Zip Code

Individual General Partnership Limited Partnership 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.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization Federal Republic of Germany

10/12/1999 DNGUYEN 00000285 181843 156941

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 25.00 CH

Fee OK

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:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001973 FRAME: 0570

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="1,569,419"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="991,331"/> | <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.

Joel N. Bock

Name of Person Signing



Signature

1/18/99

Date Signed

ASSIGNMENT

ASSIGNMENT OF GC/MS CHEMICAL ANALYSIS INTELLECTUAL PROPERTY, dated as of July 30, 1999, between ELSAG BAILEY, INC. ("EBI"), a corporation organized and existing under the laws of the State of Delaware, and SIEMENS AG (the "Purchaser"), a corporation organized and existing under the laws of Federal Republic of Germany.

WHEREAS, EBI and Siemens Corporation having its principal place of business at 1301 Avenue of Americas, New York, NY 10019 (hereinafter "Siemens") have entered into a certain Stock Purchase Agreement dated May 14, 1999 (the "Agreement");

WHEREAS, pursuant to section 7.15(d) of the Agreement, certain Intellectual Property (as defined below) is to be transferred and assigned to a designee of Siemens in consideration of the payments allocated pursuant to section 2.3 of the Agreement and transferred therein; and

WHEREAS, the certain Intellectual Property (as defined below) is currently held by EBI and is to be transferred and assigned to Purchaser;

WHEREAS, EBI became, by a Bill of Sale For Intellectual Property having an effective date of April 1, 1999, entered into by EBI and INTERNATIONAL CONTROL AUTOMATION FINANCIE, S.A.R.L., the owner in the United States and other countries of Patents (as that term is defined herein), Trademarks (as that term is defined herein), tradenames, whether registered, if any, or unregistered, certain know-how and technical information, including without limitation drawings and written material, technical portions of proposals to customers, job drawings and specifications, manufacturing specifications, engineering procedures and instructions, service reports, operating instructions, design manuals, testing procedure reports and reports and general descriptive material, software, copyrights, whether registered, if any, or unregistered, and other proprietary information, whether printed or in electronic media, (collectively "Intellectual Property") all of which relate to, without limitation, the research, development, assembly, manufacture, testing, integration, configuration, sale, servicing, maintenance, and commissioning of analytical instruments used in process manufacturing to measure the chemical composition of a gas or liquid using gas chromatography or mass spectrometry ("GC/MS Chemical Analysis"); and

WHEREAS, Purchaser is desirous of acquiring all of EBI's right, title and interest in, to and under the GC/MS Chemical Analysis Intellectual Property, registered, applied for or otherwise existing, including all of the goodwill associated therewith and the right of actions for past infringements.

NOW, THEREFORE, the parties hereto agree as follows:

1. Definitions

1.01 "Patents" means patents and patent applications, all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, throughout the world, and all rights therein provided by international treaties or conventions. The Patents applicable to this Agreement shall include, without limitation, those identified in Schedule I attached hereto.

1.02 "Trademarks" means trademarks and service marks, the goodwill of the business symbolized thereby, all common law rights with respect thereto, all applications and registrations thereof, all rights therein provided by international treaties or conventions, and all extensions and renewals thereof, throughout the world. The Trademarks applicable to this Agreement shall include, without limitation, those identified in Schedule II attached hereto.

2. SALE/PURCHASE AND CONSIDERATION

In consideration of the foregoing payment and other good and valuable consideration EBI does, effective the ____ day of July 1999 ("Effective Date"), agree to and hereby does sell, assign, transfer, grant, convey and set over to the Purchaser, its successors and assigns forever all of its worldwide rights, title and interest and benefit in, to and under the GC/MS Chemical Analysis Intellectual Property including, without limitation, all of its worldwide right, title, interest and benefit in and to all of its patent, copyright and trademark/service mark applications therefor, and its patent, copyright and trademark/service mark, and trade name rights therein under the patent, copyright and trademark laws of the United States and all foreign countries together with all rights of action, both at law and in equity with respect thereto, including all rights to sue for, assert claims or demands, settle and/or release, and recover damages and all other remedies for any past, present or future infringement thereof; and the goodwill of the business in connection with which each of the Trademarks is used and which is symbolized by each of the Trademarks, the same to be held and enjoyed by the Purchaser, its successors and assigns forever, as fully and entirely as the same could have been held and enjoyed by the EBI if this sale had not been made and the Purchaser does hereby accept such sale, assignment, transfer, grant, conveyance and set over. The Purchaser may apply for and receive patents in its own name wherever so permitted by law.

3. COVENANT OF EBI

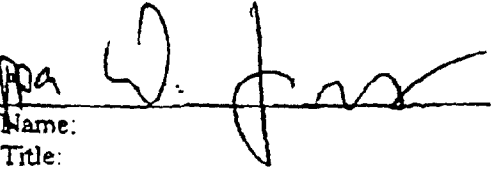
EBI, for itself, its successors and assigns, hereby covenants and agrees that, at any time and from time to time upon the request of the Purchaser, EBI will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such other and further instruments, including but not limited to rightful oaths, powers of attorney, specific assignments, transfers and assurances as may reasonably be requested by Purchaser in order for the Purchaser, its successors and assigns to enjoy the benefits of this Assignment of GC/MS Chemical Analysis Intellectual Property.

Seller authorizes and requests that the U.S. Patent and Trademark Office and/or all relevant foreign trademark offices issues all trademark/service mark registrations which may issue on an application for the Trademarks or a portion of Trademarks to Purchaser, and its successors and assigns, in accordance with this Assignment.

IN WITNESS WHEREOF, EBI and Purchaser have caused this Assignment to be executed in at least duplicate originals by their authorized representatives duly authorized as of the Effective Date.

SIEMENS AG

ELSAG BAILEY, INC.

By: 
Name:
Title:

By: _____
Name:
Title:

By: _____
Name:
Title:

By: Barry Lyon
Name:
Title:

SCHEDULE I

| TITLE and DOCKET NO. | LAND | PAT NO. | EXPIRES |
|---|------|---------|----------|
| Chromatographic Analysis Without Calibration Using Dual Detectors/PAA006 | US | 4254656 | 9/12/99 |
| Dielectric Constant Detector/PAA015 | US | 4301401 | 9/18/99 |
| Optoelectronic Feedback Control For a Spectrometer/PAA007 | US | 4256404 | 9/28/99 |
| Keyboard Encoder-Decoder/PAA018 | US | 4346369 | 10/1/99 |
| High Temperature Sampling System For Liquid Chromatography/PAA011 | US | 4271703 | 10/3/99 |
| Chromatographic Analysis/PAA010 | US | 4271697 | 10/17/99 |
| Method and Apparatus Suitable For Repeated, Accurate Chemical Analyses/PAA014 | US | 4283201 | 11/2/99 |
| Continuous Analysis of Beverages/PAA008 | US | 4257259 | 11/20/99 |
| Fluid Actuated Valve/PAA013 | US | 4276907 | 11/21/99 |
| Comparator Apparatus and Process/PAA016 | US | 4327323 | 12/3/99 |
| Chromatographic Analyzer Detector and Method/PAA019 | US | 4348115 | 2/15/00 |
| Vacuum Vaporizing Method and Apparatus/PAA021 | US | 4374476 | 2/22/00 |
| Fluid Actuated Valve/PAA017 | US | 4333500 | 5/23/00 |
| Communication Link Contention Resolution System/PAA020 | US | 4359731 | 8/22/00 |
| Active Termination For a Transmission Line/PAA022 | US | 4450370 | 5/22/01 |

SCHEDULE II

| LAND | FILED | SER. NO. | REGNR | EXPIRES | MARK |
|------|-------|----------|-----------|---------|-----------------------------------|
| US | | | 1569419 | 12/5/99 | OPTICHROM ADVANCE |
| TW | | | 592419 | 3/31/03 | OPTICHROM ADVANCE |
| US | | | 991331 | 8/20/04 | OPTICHROM |
| AR | | | 1054433 | 1/6/93 | OPTICHROM |
| AT | | | 83075 | 6/30/06 | OPTICHROM |
| BX | | | 339253 | 2/17/06 | OPTICHROM |
| BR | | | 813693845 | 8/8/99 | OPTICHROM |
| CA | | | 279642 | 5/20/13 | OPTICHROM |
| TW | | | 185693 | 7/31/92 | OPTICHROM |
| DK | | | 2928/1976 | 8/20/06 | OPTICHROM |
| FR | | | 1340838 | 1/30/96 | OPTICHROM |
| DE | | | 954123 | 2/28/06 | OPTICHROM |
| IT | | | 331682 | 3/18/06 | OPTICHROM |
| JP | | | 1647579 | 1/26/04 | OPTICHROM |
| ES | | | 810595 | 5/21/99 | OPTICHROM |
| GB | | | B1058829 | 2/13/07 | OPTICHROM |
| VE | | | 110905F | 9/24/99 | OPTICHROM |
| AR | | | 1322288 | 12/9/98 | AA APPLIED AUTOMATION & DEVICE |