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05-09-2000

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



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



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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

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

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4/28/00

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NUNC PRO TUNC TRADEMARK ASSIGNMENT AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which is hereby acknowledged, Ceramatec, Inc., a Utah corporation, having a principal place of business at 2425 South 900 West, Salt Lake City, Utah 84119 (hereinafter sometimes referred to as "ASSIGNOR") hereby nunc pro tunc irrevocably transfers, assigns, and conveys to Maxtec, Inc., a Utah corporation, having a principal place of business at 2425 South 900 West, Suite B, Salt Lake City, Utah 84119 (hereinafter sometimes referred to as "ASSIGNEE"), as of December 30, 1998, ASSIGNOR's entire worldwide right, title and interest in and to, as well as the goodwill of the trademark registrations, trade names, service marks, and/or trademark applications respectively listed on Schedule A attached hereto and made a part hereof; together with all renewals thereof; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; and any and all United States and/or foreign trademark (or service mark) registrations which may issue on same in the future. Together with ASSIGNOR's entire right, title and interest in, as well as the goodwill of the business associated with, the above trademark, service mark and trade name rights being assigned to ASSIGNEE, are any and all rights and privileges in the United States as well as throughout the entire world associated with same, including the right to sue for any and all past infringement which may have occurred at any time up to the date of this present TRADEMARK ASSIGNMENT AGREEMENT.

ASSIGNOR hereby covenants and warrants that it has the full right to convey the above-described worldwide right, title and interest by this Instrument, free of any encumbrances and that no other agreement has been or will be executed in conflict herewith.

ASSIGNOR agrees to perform all affirmative acts which may be necessary or desirable to perfect the above-described transfer of trademark, service mark and trade name rights or to maintain said registrations before both the United States Patent and Trademark Office and the Trademark Offices of any and all foreign countries, at ASSIGNEE's expense, as well as to cooperate with ASSIGNEE in obtaining and/or providing information required in any proceedings relating to said trademarks, service marks and trade names.

ASSIGNOR further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all additional trademark and service mark registrations or amended registrations that have been or may be granted upon any application or petition for same, to ASSIGNEE, its successors and/or assigns.

ASSIGNOR hereby grants to the LAW OFFICES OF FACTOR AND PARTNERS, LLC located at 100 West Monroe Street, Suite 300, Chicago, Illinois 60603, the authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation in the United States Patent and Trademark Office or the Trademark Office of any foreign country.

ASSIGNOR: CERAMATEC, INC.

By: Ashok V. Joshi

Title: President

Dated: 
April 27, 2000