

07-24-2000

ET

Docket No.:

ERIM-35519/03



101411580

Y

6-19-00

Tab settings

To the Honorable Commissioner of Pat.

attached original documents or copy thereof.

1. Name of conveying party(ies):
Environmental Research Institute of Michigan

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other **NON-PROFIT CORP. OF MICHIGAN**

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

2. Name and address of receiving party(ies):

Name: **ERIM International, Inc.**

Internal Address: _____

Street Address: **1975 Green Road**

City: **Ann Arbor** State: **MI** ZIP: **48113**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Michigan**
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations 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: **MAY 1, 1997**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s)
1,860,292

Additional numbers attached? Yes No

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

Name: **Allen M. Krass**

Internal Address: **Gifford, Krass, Groh, Sprinkle,
Anderson & Citkowski, P.C.**

Street Address: **280 North Old Woodward, Ste. 400**

City: **Birmingham** State: **MI** ZIP: **48009**

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: _____

07/21/2000 ASCOTT 00000159 1860292
01 FC:481 40.00 OP

DO NOT USE THIS SPACE

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.

Allen M. Krass, P.O. Reg. 18,277 *Allen M. Krass* **6/19/00**
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: **3**

TRADEMARK

ASSIGNMENT OF TRADEMARKS

WHEREAS, the Environmental Research Institute of Michigan, a Michigan non-profit corporation (hereinafter referred to as Assignor), has adopted, used and is using marks which are registered in the United States Patent and Trademark Office, as well as marks protected under the common law of the State of Michigan, and other states, all of which are listed in Schedule 1 attached hereto;

WHEREAS, ERIM International, Inc., a Michigan corporation (hereinafter referred to as Assignee), is desirous of acquiring said marks and any U.S. Patent and Trademark Office registrations thereof;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, for one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns and sells to Assignee all rights title and interest in and to the said marks, together with all claims and rights for damages and profits or other legal or equitable action or relief based on past infringement of said marks by any party or parties, all without representation or warranty of any kind; and the good will of the business symbolized by the marks, and the above identified registrations thereof.

Assignor further covenants that it will cooperate with Assignee and, upon Assignee's reasonable request, promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits which may be necessary or desirable to carry out the purpose hereof.

This Assignment is made pursuant to and subject to that certain Formation and Contribution Agreement, dated May 1, 1997, to which Assignor and Assignee are each a party.

ENVIRONMENTAL RESEARCH
INSTITUTE OF MICHIGAN

By: 

Its: Chairman, Board of Trustees

May 1, 1997

Date

SCHEDULE 1

The following are registered as trade or service marks through the patent and trademark office. (e.g. ®) transferred to ERIM International, Inc.

CYTO-HSS®	expires 09/06/2008
C4PL®	expires 05/24/2008
EPICAL®	expires 05/24/2008
CYTO COMPUTER®	expires 12/14/2002
TARGETWORKS®	expires 12/28/2003
SPARC®	expires 06/16/2002
ERIPS®	expires 10/25/2004
ERIM: Imaging the World of Tomorrow®	expires 07/28/2002
DUALTECH®	expires 05/03/2004

The following trade and service marks transferred to ERIM International, Inc. are not registered, but marked to indicate "common law" protection.

DEM/Topo™	Waterfall+™
DEM/Stereo™	WF+™
PDS 3.0™	