

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011
(exp. 4/94)

RECORDATION FORM
COVER SHEET

U.S. DEPARTMENT
OF COMMERCE
Patent and
Trademark Office

TRADEMARKS ONLY

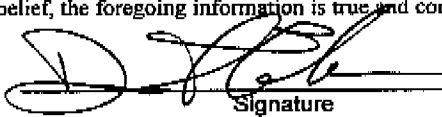
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

| | |
|--|--|
| <p>1. Name of conveying party(ies):</p> <p>WS Industries, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation - State of Massachusetts</p> <p><input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | <p>2. Name and address of receiving party (ics)</p> <p>Name: <u>Data Instruments, Inc.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>4 Hartwell Place</u></p> <p>City: <u>Lexington</u> State: <u>MA</u> ZIP: <u>02173</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____</p> <p><input type="checkbox"/> Association _____</p> <p><input type="checkbox"/> General Partnership _____</p> <p><input type="checkbox"/> Limited Partnership _____</p> <p><input checked="" type="checkbox"/> Corporation-State of Delaware</p> <p><input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(Designations must be a separate document from assignment)</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |
| <p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: <u>July 12, 1993</u></p> | |

| | |
|--|--|
| <p>4. Application number(s) or registration number(s)</p> <p>A. Trademark Application No.(s)</p> <p>None</p> <p>B. Trademark Registration No. (s)</p> <p>See Attached Schedule A</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | |
|--|--|

| | |
|---|---|
| <p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>David A. Cohen, Esq.</u></p> <p>Internal Address: _____</p> <p><u>Honeywell International Inc.</u></p> <p>Street Address: <u>101 Columbia Road</u></p> <p>City: <u>Morristown</u> State: <u>NJ</u> ZIP: <u>07962</u></p> | <p>6. Total number of applications and registrations involved <u>3</u></p> <p>7. Total fees (37 CFR 3.41).....\$ <u>140</u></p> <p><input type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>Deposit account number: <u>01-1125</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p> |
|---|---|

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.

David A. Cohen  **October 6, 2000**

Name of Person Signing Signature Date

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

Mail documents to be recorded with required cover sheet information to:
Assistant Commissioner for Trademarks
BOX ASSIGNMENTS
2900 Crystal Drive
Arlington, VA 22202-3513

Schedule A**Data Instruments, Inc. Trademarks**

| Mark | Reg. No. |
|--------------|-----------------|
| LONGFELLOW | 1,034,683 |
| MYSTR | 777,276 |
| TORQUE WATCH | 763,889 |
| WATERS | 695,572 |
| WATERS | 707,193 |

WS INDUSTRIES, INC.**Unanimous Written Consent in Lieu of
Special Meeting of Board of Directors**

The undersigned, being all of the directors of WS Industries, Inc., a Massachusetts corporation (the "Corporation"), do hereby consent, pursuant to Section 59 of Chapter 156B of the Massachusetts General Laws, to the adoption of the following votes with the same force and effect as if duly adopted at a meeting of the Board of Directors of the Corporation called for the purpose:

VOTED: That the President and/or Treasurer of the Corporation be, and each of them hereby is, acting singly, in the name and on behalf of the Corporation, authorized, empowered and directed to enter into, execute and deliver an Asset Purchase Agreement to be dated on or about June 30, 1993 (the "Purchase Agreement") by and among the Corporation, Data Instruments, Inc., a Delaware corporation and the direct parent of this Corporation ("Data"), Waters Manufacturing, Inc., a Massachusetts Corporation ("Waters"), and Talley Industries, Inc., a Delaware Corporation ("Talley"), pursuant to which the Corporation has agreed to acquire from Waters, either directly or through Data, substantially all of the properties and assets of Waters except as otherwise provided therein, in consideration of an aggregate purchase price of the net book value of the assets, plus Two Hundred Ten Thousand Dollars (\$210,000) to be paid in cash on the closing date as set forth in the Purchase Agreement (the "Closing Date"), on the terms and conditions the President and/or the Treasurer deems necessary or appropriate and in the best interest of the Corporation, such officer's signature thereon to be conclusive evidence of his approval thereof and authority hereunder.

VOTED: That in connection with the transactions contemplated by the Purchase Agreement, the President and/or Treasurer of the Corporation be, and each of them hereby is, acting singly, in the name and on behalf of the Corporation, authorized, empowered and directed to enter into, execute

and deliver an Assignment and Assumption Agreement (the "Assignment") dated the Closing Date, by and between the Corporation, Data and Waters, pursuant to which the Corporation has agreed to assume and to pay and perform, to the extent not discharged on and as of the Closing Date, all obligations of Waters listed on Schedule 1 to the Assignment, on the terms and conditions the President and/or the Treasurer deems necessary or appropriate and in the best interest of the Corporation, such officer's signature thereon to be conclusive evidence of his approval thereof and authority hereunder.

VOTED: That in connection with the transactions contemplated by the Purchase Agreement, the President and/or Treasurer of the Corporation be, and each of them hereby is, acting singly, in the name and on behalf of the Corporation, authorized, empowered and directed to enter into, execute and deliver an Assignment and Assumption of Lease Agreement dated the Closing Date, (the "Lease Assignment") by and between the Corporation, Data and Waters, pursuant to which the Corporation has agreed to assume the real property lease, covering certain real property located on Minuteman Drive, Longfellow Center, Sudbury, Massachusetts, on the terms and conditions the President and/or the Treasurer deems necessary or appropriate and in the best interest of the Corporation, such officer's signature thereon to be conclusive evidence of his approval thereof and authority hereunder.

VOTED: That in connection with the transactions contemplated by the Purchase Agreement, the President and/or Treasurer of the Corporation be, and each of them hereby is, acting singly, in the name and on behalf of the Corporation, authorized, empowered and directed to enter into, execute and deliver an Agreement Not To Compete dated the Closing Date (the "Non-Competition Agreement") by and between the Corporation, Data, Waters and Talley, pursuant to which Waters and Talley agree that neither shall directly or indirectly participate in the actions described in Section 1 of the Non-Competition Agreement, on the terms and conditions the President and/or the Treasurer deems necessary or appropriate and in the best interest of the Corporation, such officer's signature thereon to be conclusive evidence of his approval thereof and authority hereunder.

VOTED: That in connection with the transactions contemplated by the Purchase Agreement, the President and/or Treasurer of the Corporation be, and each of them hereby is, acting singly, authorized, empowered and directed to enter into, execute and deliver Side Letters and/or an Escrow Agreement, on the terms and conditions the President

and/or Treasurer deems necessary or appropriate and in the best interest of the Corporation, such officer's signature thereon to be conclusive evidence of his approval thereof and authority hereunder.

VOTED: That this Corporation enter into any documents reasonably requested by Data in connection with the existing line of credit facility of Data from BayBank Boston, N.A., a national banking association, and Corestates Bank, N.A., a national banking association which also conducts business as Philadelphia National Bank and as Corestates First Pennsylvania Bank (collectively, the "Co-Lenders") in an amount not exceeding \$3,000,000, the proceeds of which will be used by the Corporation to acquire the assets and business of Waters.

VOTED: That the officers of this Corporation be, and they each hereby are, acting singly, authorized from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge and deliver any and all such instruments, agreements, certificates, requests, directions and other papers, and to do or cause to be done any and all such other acts and things as may be shown by his, her or their execution or performance thereof to be in his, her or their judgment necessary or desirable in connection with the consummation of the transactions contemplated by said documents as so executed and delivered, or otherwise authorized in these resolutions.

VOTED: That the President and/or Treasurer and any other officers of the Corporation be, and each of them hereby is, acting singly, in the name and on behalf of the Corporation, authorized, empowered and directed to do all things necessary to effectuate and perform under the Purchase Agreement, the Assignment, the Lease Agreement and the Non-Competition Agreement, and to execute any other agreements, certificates, documents or instruments in connection therewith, on the terms and conditions such officer deems necessary or appropriate and in the best interest of the Corporation, such officer's signature thereon to be conclusive evidence of his approval thereof and authority hereunder.

Executed, effective as of the date set forth below.

Dated: July 12, 1993


Peter R. Russo, Jr.


Peter Hunter

DELPHI:WPS:(KOPALAJ)WSINDUS.AAS:2

SCHEDULE 2.1

Charter Documents/Foreign Qualifications

A. Certified Charter documents.

1. Data Instruments, Inc.
2. Nippon Data Instruments KK
3. Stamping Support Systems, Inc.
4. Data Instruments International, Inc. (Massachusetts)
5. Data Instruments Advanced Silicon Group, Inc.
6. Data Instruments/GmbH
7. Data Instruments International, Inc. (Virgin Islands)
8. WS Industries, Inc.
9. Data Instruments Securities Corp.
10. Data Instruments France SA
11. Data Instruments Critical Fluids Group LLC
12. Data Instruments UK LTD

B. By-Laws or equivalent document certified by the Corporate Secretary.

1. Data Instruments, Inc.
2. Nippon Data Instruments KK
3. Stamping Support Systems, Inc.
4. Data Instruments International, Inc. (Massachusetts)
5. Data Instruments Advanced Silicon Group, Inc.
6. Data Instruments/GmbH
7. Data Instruments International, Inc. (Virgin Islands)
8. WS Industries, Inc.
9. Data Instruments Securities Corp.
10. Data Instruments France SA
11. Data Instruments Critical Fluids Group LLC
12. Data Instruments UK LTD

C. List of jurisdictions qualified to do business and in good standing as a foreign corporation.

| <u>Entity</u> | <u>Jurisdiction</u> |
|---|--------------------------|
| 1. Data Instruments, Inc. | Massachusetts & Illinois |
| 2. Nippon Data Instruments KK | None |
| 3. Stamping Support Systems, Inc. | None |
| 4. Data Instruments International, Inc. (Massachusetts) | None |

| | | |
|-----|---|-------------|
| 5. | Data Instruments Advanced Silicon Group, Inc. | None |
| 6. | Data Instruments/GmbH | None |
| 7. | Data Instrument International, Inc. (Virgin Islands) | None |
| 8. | WS Industries, Inc. | None |
| 9. | Data Instruments Securities Corp. | None |
| 10. | Data Instruments France SA | None |
| 11. | Data Instruments Critical Fluids Group LLC | None |
| 12. | Data Instruments UK LTD | None |

from Wolf Creekfield Saks 1/10/98

DATA INSTRUMENTS STATUS LIST
TRADEMARK MATTERS
GIVEN TO DI DECEMBER, 1998

| | | | | | |
|--------------|---------------|------------|---------------------------------|---------------------|--|
| D0464/2000 | DI (STYLIZED) | 73/165,552 | 1,168,108; September 8, 1981 | | |
| D0464/2000DE | DI (STYLIZED) | | | | |
| D0464/2000FR | DI (STYLIZED) | | | | |
| D0464/2000GB | DI (STYLIZED) | | | | |
| D0464/2000JP | DI (STYLIZED) | | | | |
| D0464/2000SE | DI (STYLIZED) | | | | |
| D0464/2001 | SPECTRUM | 73/561,228 | 1,409,259 | Renewal Due 9/16/06 | |
| D0464/2002 | DETECTALITE | 73/360,819 | 920173; September 14, 1971 | Renewal Due 9/14/01 | |
| D0464/2003 | SHADOW | 73/561,098 | 1,373,572; December 3, 1985 | Aban. June 23, 1993 | |
| D0464/2004 | MEDIAMATE | 73/575,573 | 1,404,740; August 12, 1986 | Renewal Due 8/12/06 | |
| D0464/2005 | DATAMATE | 73/575,533 | 1,404,739; August 12, 1986 | Renewal Due 8/12/06 | |
| D0464/2006 | PROCAM | 73/749,432 | 1,543,094; April 11, 1989 | Renewal Due 4/11/09 | |
| D0464/2007 | DIPRO | 73/749,286 | 1,535,118; April 18, 1989 | Renewal Due 4/18/09 | |

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DATA INSTRUMENTS STATUS LIST
TRADEMARK MATTERS

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| D0464/2008 | FLDT | | | 73/755,024 | 1,537,307; May 2, 1989 | Renewal Due 5/2/09 |
| D0464/2009 | CRR | CRR ? | | 73/755,017 | 1,536,288; April 25, 1989 | Renewal Due 4/25/09 |
| D0464/2010 | FASTAR | | | 73/813,257 | 1,582,403; February 13, 1990 | Renewal Due 2/13/00 |
| D0464/2010DE | FASTAR | | | D54661/9WZ | 2,093,766; May 5, 1994 | Renewal Due 5/31/04 |
| D0464/2010FR | FASTAR | | | 94/520,329 | 94520329; May 16, 1994 | Renewal Due 5/16/04 |
| D0464/2010GB | FASTAR | | | 1571202 | 1,571,202 May 6, 1994 | Renewal Due 5/06/01 |
| D0464/2010JP | FASTAR | | | 6-50291/1994 | 4,204,739 October 30, 1998 | Renewal Due 10/30/08 |
| D0464/2010SE | FASTAR | | | 94-5210 | 30412 August 25, 1995 | Renewal Due 8/25/05 |
| D0464/2011 | AUTOSET | | | 824,609 | 1,647,243; June 11, 1991 | Renewal Due 6/11/01 |
| D0464/2012 | XPRO | | | 74/085,488 | 1,650,046; July 9, 1991 | Renewal Due 7/9/01 |

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**DATA INSTRUMENTS STATUS LIST
TRADEMARK MATTERS**

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| D0464/2013 | HYDRASTAR | 74/171,091 | 1,674,923; February 11, 1992 | Renewal due 2/11/02 |
| D0464/2013DE | HYDRASTAR | D54670/9WZU | 2,092,505; May 5, 1994 | Renewal Due 5/31/04 |
| D0464/2013FR | HYDRASTAR | 94/520,330 | 94520330; May 6, 1994 | Renewal Due 5/16/04 |
| D0464/2013GB | HYDRASTAR | | 1,571,203; May 6, 1994 | Renewal Due 5/6/01 |
| D0464/2013JP | HYDRASTAR | 6-50292/1994 | | Instructions received to abandon. 12/15/98 |
| D0464/2013SE | HYDRASTAR | 94-5211 | 301802; May 19, 1995 | Renewal Due 5/19/05 |
| D0464/2014 | SHADOW | 531,614 | 1,373,572; December 3, 1985 | 8 & 15 Declaration must be filed by 12/3/05 |
| D0464/2015 | DATA INSTRUMENTS | 531,692 | 1,398,307; June 24, 1986 | Renewal Due 5/16/04 |
| D0464/2015DE | DATA INSTRUMENTS | D54731/9WZ | | |
| D0464/2015FR | DATA INSTRUMENTS | 94/520,328 | 94520328; May 16, 1994 | Renewal Due 5/16/04 |
| D0464/2015GB | DATA INSTRUMENTS | 1,571,107 | 1,571,107; October 31, 1994 | Renewal Due 10/31/04 |

DATA INSTRUMENTS STATUS LIST
TRADEMARK MATTERS

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| D0464/2015JP | DATA INSTRUMENTS | | 6-50290/1994 | | | Instructions to foreign Ac sent to respond to appeal 12/22/98 |
| D0464/2015SE | DATA INSTRUMENTS | | 94-5209 | | | |
| D0464/2016 | WINTRISS | | 531,618 | | 1,458,028; September 22, 1987 | Renewal Due 9/22/07 |
| D0464/2017 | THINK RED | | 74/430,012 | | 1,895,566 | Renewal Due 5/23/05 |
| D0464/2018 | DETECTOR | | 74/544,917 | | | Aban. Per Client |
| D0464/2018CA | DETECTOR | | 771,934 | | | Aban. Per Client |
| D0464/2019 | SMARTPAC | | | | Litigated from 5-25-07 | Apl. never filed |
| D0464/2020 | PACNET | | 74/538,148 | | 2,035,951 February 4, 1997 | Renewal Due 2/4/07 |
| D0464/2021 | ANGLYZER | | 72-009,909 | | | Aban. Per Client |
| D0464/2022 | LONGFELLOW | | 73-038,883 | | 1,034,683; March 2, 1976 | Renewal Due 3/2/06 |
| D0464/2023 | MYSTR | | 72-167,071 | | 0,777,276; September 22, 1964 | Renewal Due 9/22/04 |
| D0464/2024 | POT HOOK | | 72/024,013 | | 0,654,003; November 5, 1957 | Aban. Per Client |
| D0464/2025 | TORQUE WATCH | | 72/165,972 | | 0,763,889; January 28, 1964 | Renewal Due 1/28/04 |

DATA INSTRUMENTS STATUS LIST
TRADEMARK MATTERS

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| D0464/2026 | TORQUE WATCH GAUGE | | 71/684,989 | 0,640,312; January 22, 1957 | Aban. Per Client |
| D0464/2027 | W & DESIGN | | 72/186,917 | 0,785,515; February 23, 1965 | Renewal Due 2/23/05 |
| D0464/2028 | WATERS | | 72/075,040 | 0,695,572; April 5, 1960 | Renewal Due 4/5/00 |
| D0464/2029 | WATERS | | 72/093,393 | 0,707,193; November 15, 1960 | Renewal Due 11/15/00 |
| D0464/2030 | WATERS & DESIGN | | 72/031,527 | 0,660,060; April 1, 1958 | Renewal Due 4/1/08 |
| D0464/2031 | ECLIPSE | | 74/286,016 | 1,800,040; October 15, 1993 | Renewal Due 10/19/03 |
| D0464/2032 | SURSENSE | D0464/2032EM | 75/212,593 | 2,123,627 December 23, 1997 | Renewal Due 12/23/07 |
| D0464/2032EM | SURSENSE | D0464/2032 | 574855 | 000574855 October 14, 1998 | Renewal Due 6/26/07 |
| D0464/2033 | AQUASTAR | | 75/240,774 | 2,137,182 February 17, 1998 | Renewal Due 02/17/08 |
| D0464/2034 | DELTAMATE | D0464/2034EM | 75/237,871 | | Registered 3/3/98 |
| D0464/2034EM | DELTAMATE | D0464/2034 | | | Registration fee due 1/21/99 |

Trademark?

DATA INSTRUMENTS STATUS LIST
TRADEMARK MATTERS

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| D0464/2035 | RAMPAC | 75/373,830 | <i>long as a concurrent use from D. 11/22/98 - 12/22/98</i> | Instructions received to aban. 12/22/98 |
| D0464/2036 | THINK SAFE | 75/447,217 | | Response to Office Action due 5/12/99 |
| D0464/2037 | PROPAC | 75/484,635 | | Trademark application filed 5/13/98 - <i>any action?</i> |

RECORDED: 10/06/2000

TRADEMARK
REEL: 002127 FRAME: 0638

1000101