

10-19-2000



101490737

**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

9-29-00



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

Effective Date  
Month Day Year



Change of Name



Other

**Conveying Party**



Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

EM Industries, Incorporated

08 29 1997

Formerly



Individual



General Partnership



Limited Partnership



Corporation



Association



Other



Citizenship/State of Incorporation/Organization

New York Corporation

**Receiving Party**



Mark if additional names of receiving parties attached

Name

R & S Technology, Inc.

DBA/AKA/TA

Composed of

Address (line 1)

350 Columbia Street

Address (line 2)

Address (line 3)

Wakefield

City

Rhode Island

State/Country

02880-0352

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

Rhode Island Corporation

FOR OFFICE USE ONLY

10/19/2000 NTHAI1 00000087 1430901

01 FC:441  
02 FC:462

40.00 DP

Public burden reporting for this collection 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: 002157 FRAME: 0500**

**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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1430901"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1871084"/>	<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:

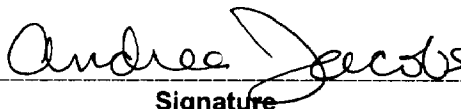
Yes ☐

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.*

Andrea A. Jacobs



9/25/00

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

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

**Conveying Party**

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

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 the Assignment.)

**Trademark Application Number(s) or Registration Number(s)**

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

☐ Mark if additional numbers attached

**Trademark Application Number(s)**

**Registration Number(s)**



## ASSIGNMENT OF TRADEMARKS AND PATENTS

ASSIGNMENT made as of the 29th day of August, 1997 by and between EM Industries, Incorporated, a New York corporation having its principal place of business at 7 Skyline Drive, Hawthorne, New York 10532 ("Assignor") and R & S Technology, Inc., a Rhode Island corporation having its principal place of business at 350 Columbia Street Wakefield, Rhode Island 02880-0352 ("R&S").

### RECITALS

WHEREAS, Assignor and R&S are parties to a certain Settlement Agreement (the "Agreement") of even date herewith, pursuant to which R&S, and Assignor settled their respective obligations under and with respect to certain Inventory Purchase Agreement dated April 30, 1996 (the "Purchase Agreement") pursuant to which EMI agreed to market and purchase certain products manufactured by R&S.

WHEREAS, pursuant to the terms and conditions of the Agreement, Assignor agreed to assign certain patents and trademarks to R&S;

WHEREAS, Assignor has agreed to assign to R&S all of Assignor's right, title and interest in and to the Trademarks and Patents;

NOW THEREFORE, in consideration of the foregoing, Assignor and R&S hereby agree as follows:

1. Assignor does hereby assign and transfer unto R&S all of Assignor's right, title and interest in and to the trademarks, tradenames and patents described in Exhibit A attached hereto and made a part hereof ( the "Trademarks and Patents"), together with the goodwill of the business relating to each and all of the Trademarks and Patents and the right to sue for and recover damages for past or future infringements of the Trademarks and Patents, the same to be held and enjoyed by R&S and R&S's legal representatives, successors and assigns to the full end of the term of which the Trademarks and Patents are granted as fully and entirely as the same would have been held by Assignor had this Agreement not been made.


3. Assignor hereby agrees also to execute any further lawful document as reasonably requested by R&S in order to effectuate fully the assignment contemplated by this Agreement.

4. The Assignor hereby constitutes and appoints any officer or agent of the R & S as it shall select, in its exclusive discretion, as the Assignor's true and lawful attorney-in-fact, with the power to endorse the Assignor's name, as applicable, on all applications, documents, papers and instruments necessary for the R & S to effect the transfer of the Trademarks and Patents as contemplated herein.

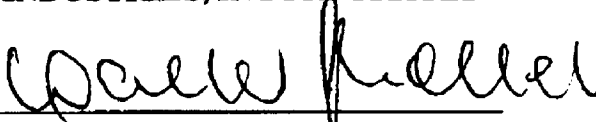
5. Assignor irrevocably agrees to, and does hereby indemnify and hold harmless R&S, any of its agents and employees and each person, if any, who controls R&S within the meaning of Section 15 of the Securities Act of 1933, as amended, and each and all and any of them (the "Indemnified Parties"), against any and all losses, claims, actions, causes of action, damages or liabilities (including any amount paid in settlement of any action, commenced or threatened), joint or several, to which they, or any of them, may become subject under statutory law or at common law, and to reimburse the Indemnified Parties for any legal or other expenses reasonably incurred by it or them in connection with investigating, preparing for or defending against any actions, commenced or threatened, insofar as such losses, claims, damages, liabilities or actions arise out of or are related to this Agreement and the use by Assignor of the Trademarks and Patents prior to the date of this Agreement. The provisions of this Section 5 shall be effective only to the fullest extent permitted by law.

IN WITNESS WHEREOF, Assignor and R&S have caused this Agreement to be duly executed under seal by their duly authorized officers, all as of the day and year first above written.

**R & S TECHNOLOGY, INC.**

By:   
Its: President


**EM INDUSTRIES, INCORPORATED**

By:   
Its: President & CEO

STATE OF  
COUNTY OF

In Hawthorne, NY on the 26 day of Sep 1997, before me personally appeared Walter W. Zywotek, President of EM Industries, Incorporated, to me known and known by me to be the person executing the foregoing instrument, and he acknowledged said instrument by him executed to be his free act and deed in said capacity and the free act and deed of the corporation.

DEBORAH A. DEEGAN  
Notary Public, State of New York  
No. 01DE5031587  
Qualified in Putnam County  
Commission Expires August 8, 1998  
Certified in Westchester

  
Notary Public  
My Commission expires:

STATE OF Rhode Island  
COUNTY OF Washington

In Spartanburg on the 22 day of September, ~~August~~, 1997 before me personally appeared Paul Schauer, President of R&S Technology, Inc., to me known and known by me to be the person executing the foregoing instrument, and he acknowledged said instrument by him executed to be his free act and deed in said capacity and the free act and deed of the corporation.

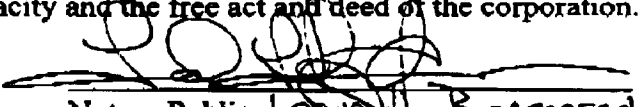
  
Notary Public Leonard Borganson, Esq.  
My Commission expires: 6/29/2001

EXHIBIT A  
TO  
ASSIGNMENT OF TRADEMARKS AND PATENTS

TRADEMARKS AND TRADENAMES

Separations Technology, SepTech, Annular Expansion (A/E)

PATENTS

A/E Column - Pat# 4,737,292 April 12, 1988, Ritacco, et al.

HPLC Column - Pat # 4,582,608 April ;15, 1986, Ritacco

Column Chromatographic Column Apparatus with Switching Capability - Pat# 5,071,547  
Cazer et al, Dec. 10, 1991