

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

11-16-2000



101518106

Tab settings

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

1. Name of conveying party(ies):

Sarnoff Corporation
201 Washington Road
CN 5300
Princeton, NJ 08540

- Individual(s)
- General Partnership
- Corporation - New Jersey
- Other _____
- Association
- Limited Partnership

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

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

Powerzyme L.L.C.
436 Springfield Avenue
Summit, NJ 07901



08-29-2000

U.S. Patent & TMOs/TM Mail Rcpt Dt. #26

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Delaware limited liability corporation

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: April 25, 2000

If assignee is not domiciled in the United States, a domestic representative designator is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s) listed below

A. Trademark Application No.(s)
75/638,615

B. Trademark Registration No.(s)
n/a

Additional numbers attached? Yes No

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

Name: GLENN A. GUNDERSEN
DECHERT, PRICE & RHOADS
4000 BELL ATLANTIC TOWER
1717 ARCH STREET
PHILADELPHIA, PA. 19103-2793
TEL. NO. (215) 994-2183

6. Total number of applications and registrations involved: _

7. Total fee (37 CFR 3.41)\$40.00

- Enclosed
- Authorized to be charged to deposit account
(Including any underpayment)

8. Deposit account number: 04-0475
(Attach duplicate copy of this page if paying by deposit account)

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.

Terence A. Dixon
Name of Person Signing

Signature

8/29/00
Date

Total number of pages including cover sheet, attachments, and document: [4]

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK ASSIGNMENT

This Assignment effective as and from April 3, 1998, from Sarnoff Corporation, a corporation organized and existing under the laws of New Jersey, whose address is 201 Washington Road, CN 5300, Princeton, New Jersey 08540 (hereinafter the "Assignor"), to Powerzyme L.L.C., a corporation organized and existing under the laws of Delaware, whose address is 436 Springfield Avenue, Summit, NJ 07901 (hereinafter the "Assignee"):

WITNESSETH THAT:

WHEREAS, the Assignor is the owner of all right, title and interest in and to the trade name, trademarks and service marks, including applications to register same listed in Schedule A, being conveyed, and all rights existing therein at common law (hereinafter referred to as the "Marks") and in and to the goodwill of the business relating thereto; and

WHEREAS, the Assignee wishes to acquire from the Assignor all right, title and interest in and to the "Marks", together with the goodwill of the business appertaining to and symbolized by said Marks, and the right to recover for past infringement thereof;

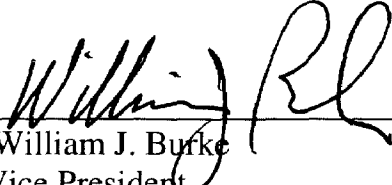
NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor by these presents does hereby sell, transfer, convey and assign unto the Assignee its entire right, title and interest in and to the aforesaid Marks, together with the right to sue for and recover for the past infringements and misuses thereof, the same to be held and enjoyed by the Assignee, its successors and assigns, and the goodwill of the business appertaining thereto and which is symbolized thereby.

Assignor hereby represents and warrants that to the best of its knowledge there are no rights or interests outstanding inconsistent with the rights and interests granted herein and that Assignor will not execute or grant or transfer any rights or interests inconsistent therewith and Assignor binds itself and its successors, assigns, administrators and legal representatives, as the case may be, to execute and deliver to Assignee, its successors and assigns, any further documents or instruments and do any and all further acts of a reasonable nature that may be deemed necessary by Assignee, its successors and assigns, to enable Assignee, its successors and assigns, to perfect the title herein conveyed, or intended to so be, and to enable such title to be recorded in the United States and foreign trademark offices, and to enable Assignee, its successors and assigns, to file applications for the said Marks in any country where it may elect to file such application or applications and to allow the title to such application or applications to be recorded in the United States and foreign countries where such application or applications may be filed.

Assignor further covenants and agrees, in consideration of the premises, that it, its successors, assigns, legal representatives and administrators, will at any reasonable time upon request communicate to Assignee, its successors and assigns, any facts relating to the Marks and the history thereof known to Assignor or its successors, assigns, legal representatives and administrators, and that Assignor will testify as to the same in any litigation when requested to do so by Assignee, its successors and assigns; it being understood that Assignee will compensate Assignor for its expenses reasonably incurred in complying with its said requests.

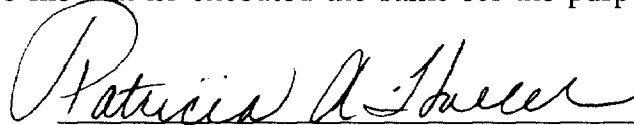
In witness whereof, the Assignor has hereunto executed this instrument on this date first above written by an official of Assignor duly authorized to execute such assignment.

SARNOFF CORPORATION

By: 
Name: William J. Burke
Title: Vice President
IP and Licensing

Notarial Acknowledgement

On this ^{25th} day of April, 2000, before me personally appeared William J. Burke, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the purpose therein set forth.


NOTARY PUBLIC

My Commission expires:

PATRICIA A. HOELER
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAY 23, 2005

SCHEDULE A

MARK: POWERZYME
Reg./Appln. No.: 75/638,615
Fuel Cells