

02-07-2001



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### 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

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  Change of Name

Other \_\_\_\_\_

Effective Date  
Month Day Year  
04192000

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name THE FOXBORO COMPANY

04192000

Formerly \_\_\_\_\_

1205307

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization MASSACHUSETTS

#### Receiving Party

Mark if additional names of receiving parties attached

Name THERMO ENVIRONMENTAL INSTRUMENTS INC.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 8 WEST FORGE PARKWAY

Address (line 2) \_\_\_\_\_

Address (line 3) FRANKLIN

MASSACHUSETTS

02038

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other \_\_\_\_\_

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.)

Citizenship/State of Incorporation/Organization CALIFORNIA

02/07/2003 00000002 000677 1205307

FOR OFFICE USE ONLY

01 FC:431 40.00 LR  
02 FC:432 25.00 CR

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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: 002231 FRAME: 0654

**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" value="1205307"/>	<input type="text" value="0983283"/>	<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"/>	<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.

HERBERT E. MESSENGER

JANUARY 19, 2001

Name of Person Signing

Signature

Date Signed

# TRADEMARK ASSIGNMENT

WHEREAS, THE FOXBORO COMPANY, a Massachusetts corporation ("Seller"), is record owner of all right, title and interest in and to the registered and unregistered trademarks listed on attached Schedule 3.19, as well as any right, title and interest which Seller may have in corresponding trademarks of jurisdictions other than the United States of America, if any, which is incorporated herein by reference (hereinafter collectively referred to as the "Trademarks"); and

WHEREAS, Thermo Environmental Instruments, Inc. a California corporation, ("Buyer"), is desirous of acquiring all right, title and interest in and to the Trademarks, pursuant to the Asset Purchase Agreement, dated April 20, 2000, by and between Seller and Buyer.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby irrevocably convey, sell, assign, transfer and deliver to Buyer, its successors, assigns and legal representatives, all of its right, title, and interest in the territory of the United States of America, its territories and possessions, and in all foreign countries, in and to the Trademarks as described in the Schedule 3.19 and all renewals thereof, together with the goodwill of the business symbolized thereby and the right to sue and recover damages for future or past infringements thereof and to fully and entirely stand in the place of Seller in all matters related thereto. Said assigned interest to be held and enjoyed by Buyer for its own use, and by its successors and assigns, as fully and entirely as the same would have been held by Seller had this Assignment not been made. Seller agrees to take such further action and to execute such additional documents as may be necessary to perfect Buyer's title in and to the Trademarks.

Executed this 19th day of April 2000.

THE FOXBORO COMPANY


By: 

Vice President and Chief Intellectual Property Counsel of Invensys plc  
and designated by the Secretary of The Foxboro Company to sign on its  
behalf.

COMMONWEALTH OF MASSACHUSETTS )  
) ss  
COUNTY OF NORFOLK )

On the 19th day of April 2000, before me, Janis C. Sawyer, a Notary Public of said State, duly commissioned and sworn, personally appeared Edward A. McIntyre, to me known to be the person who executed the within instrument as Secretary of The Foxboro Company, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above-written.

  
Notary Public, Commonwealth of Massachusetts  
My commission Expires: July 3, 2003

Foxboro Trademark Assignment Thermo.doc

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RECORDED: 01/22/2001

TRADEMARK  
REEL: 002231 FRAME: 0656