

07-18-2001

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): 7-1601 Media Cybernetics, L.P. Association Limited Partnership

2. Name and address of receiving party(ies) Name: MCB Acquisition Subsidiary, Inc. Internal Address: Street Address: 160 Ben Burton Road City: Bogart State: GA Zip: 30622

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: July 2, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75755808 76114312

B. Trademark Registration No.(s) 1600441 2002968

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Louis C. Spelios Internal Address: Street Address: Powell, Goldstein 191 Peachtree Street, NE, 16th Floor City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved: 14 7. Total fee (37 CFR 3.41): \$ 560.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number:

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copies are true copies of the original document. Louis C. Spelios Name of Person Signing Signature Date July 11, 2001

07/18/2001 DBYRNE 00000030 75755808 - 01 FC:481 02 FC:482 40.00 OP 325.00 OP

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

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TRADEMARK REEL: 002331 FRAME: 0012

Refund Ref: 07/18/2001 DBYRNE 000010780 \$195.00 CHECK Refund Total

Addendum to Recordation Form Cover Sheet  
Trademarks Only

4.B. Additional Trademark Registration Numbers:

2131634  
2015261  
2096752  
2096751  
2001361  
2232007  
2355847  
1682682  
2303772  
2307186

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## TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Assignment") is made this 2<sup>nd</sup> day of July, 2001, by **MEDIA CYBERNETICS, L.P.**, a Delaware limited partnership (the "Assignor"), to **MCB ACQUISITION SUBSIDIARY, INC.**, a Delaware corporation (the "Assignee").

### STATEMENT OF FACTS

**WHEREAS**, Assignor, Assignee, Media Cybernetics, Inc., a Delaware corporation and general partner of the Assignor (the "General Partner"), and Roper Industries, Inc., a Delaware corporation and parent of the Assignee (the "Parent"), have entered into an Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of June 7, 2001, pursuant to which Assignor shall sell, transfer, assign, and deliver to the Assignee substantially all of the assets owned or used by, and certain of the liabilities of, the Assignor, and the Assignee shall purchase and accept such assets, and assume such liabilities, and in connection therewith, the Assignor will receive consideration in the form of cash, subject to the terms and conditions of the Asset Purchase Agreement; and

**WHEREAS**, pursuant to the terms of the Asset Purchase Agreement, and in consideration therewith, Assignor wishes to transfer and assign to Assignee all of its right, title and interest in and to the service marks and trademarks set forth on Exhibit A attached hereto (the "Marks"), along with all goodwill pertaining thereto, and the parties wish to evidence this absolute transfer of rights by this instrument of assignment.

### ASSIGNMENT

1. Assignor hereby irrevocably sells, assigns and transfers to Assignee, and Assignee hereby accepts, Assignor's entire worldwide right, title and interest in and to the Marks, together with all the goodwill of the business associated therewith and symbolized thereby, and any trademark registrations and trademark applications Assignor has filed in the United States Patent and Trademark Office and in any foreign countries with respect to the Marks, along with any priorities, rights or registrations resulting therefrom; and any and all rights and causes of action to recover past, present, or future damages, royalties, fees, profits, or other relief, including equitable or injunctive relief, arising from infringement of the Marks by a third party and to which Assignor is or would have been entitled had the Assignment not been made.

2. The Marks are to be held and enjoyed by Assignee for the exclusive use and benefit of Assignee and Assignee's representatives, successors, and assigns, as fully and entirely as the same would be held and enjoyed by Assignor had this Assignment not been made.

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TRADEMARK  
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IN WITNESS WHEREOF, Assignor has, by its duly authorized officer, executed this Assignment on the date first above written.

**ASSIGNOR:**

Media Cybernetics, L.P.

By: Media Cybernetics, Inc., its General Partner

By: Michael P. Galvin  
Michael P. Galvin  
President

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**Media Cybernetics, L.P. Trademarks table con't**

Reg. Date U. K.	Reg. Number U. K.	Renewal Deadline U. K.	Reg. Date Korea	Reg. Number Korea	Reg. Date E. C.	Reg. Number E. C.	Reg. Date Canada	Reg. Number Canada	Reg. Date China	Reg. Number China	Reg. Date Taiwan	Reg. Number Taiwan
02/06/96	1444867	10/18/07	06/16/98	404853	05/05/00	978,438	in process		in process		in process	

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