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Attorney Docket No. 2558-066000

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

Re



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

Tab settings

101832627

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

1. Name of conveying party(ies):

SoftShell International, Ltd.  
1600 Ute Avenue Grand Junction  
Colorado 815014614

08/27/01

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Colorado
- Other

Additional name(s) of conveying parties attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: September 20, 1996

2. Name and address of receiving party(ies)

Name: Bio-Rad Laboratories, Inc.  
Internal Address: \_\_\_\_\_  
Street Address: 1000 Alfred Nobel Drive  
City: Hercules State: CA ZIP: 94547

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State: Delaware
- Other

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

4. Application Number(s) or Registration Number(s).

A. Trademark Application No(s):

B. Trademark Registration No(s): 1,950,777

Additional numbers attached?  Yes  No

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

Name: Laurie H. van Löben Sels  
TOWNSEND AND TOWNSEND AND CREW LLP  
Two Embarcadero Center, 8<sup>th</sup> Floor  
San Francisco, California 94111-3834  
(415) 576-0200

08/31/2001 TDIAZ1 00000036 201430 1950777  
01 FC:481 40.00 CH

6. Total number of applications and registrations involved ..... 1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 20-1430

(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 is true and correct and any attached copy is a true copy of the original document.

Laurie H. van Löben Sels  
Name of Person Signing

Signature August 23, 2001  
Date

Total number of pages including cover sheet, attachments and document: 12

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

TRADEMARK  
REEL: 002360 FRAME: 0658

# STOCK PURCHASE AGREEMENT

among

Craig Shelley and Elaine Shelley, collectively  
as "Seller"

SoftShell International Ltd.  
as "Company"

and

Bio-Rad Laboratories, Inc.  
as "Buyer"

Dated as of September 20, 1996

# STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (this "*Agreement*") is entered into as of September 20, 1996 by and among Craig Shelley and Elaine Shelley (sometimes collectively referred to as "*Seller*"), SoftShell International Ltd., a Colorado corporation (the "*Company*"), and Bio-Rad Laboratories, Inc., a Delaware corporation ("*Buyer*").

Seller owns all of the issued and outstanding capital stock of the Company.

The Company researches, designs, develops, tests, manufacturers, publishes, distributes, licenses, sells and owns or will obtain as of the Closing Date the rights to certain software. ✓

Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, for the consideration set forth herein, all of the issued and outstanding capital stock of the Company, as more specifically described herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

## ARTICLE I

### DEFINITIONS

*Defined Terms.* As used herein, the terms below shall have the following meanings:

REDACTED

1.4 "*Assets*" shall mean all of the Company's assets, properties, business, goodwill and rights of every kind and description, real and personal, tangible and intangible, wherever situated and whether or not reflected on the Financial Statements.

REDACTED

1.28 "*Intellectual Property*" shall have the meaning set forth in Section 3.18. ✓

REDACTED

3.5 *Title to Assets.* Except as set forth on Schedule 3.5, Seller has good and marketable title to the Assets and none of the Assets is subject to any Encumbrances, except as to any Encumbrances resulting from the Credit Agreements.

REDACTED

### 3.18 *Intellectual Property.*

(a) Intellectual Property. Schedule 3.18(a) lists all of the Company's domestic and foreign federal, state and foreign registrations of trademarks and of other marks, trade names or other trade rights, and all pending applications for any such registrations and all of the Company's patents and copyrights and all pending applications therefor, all other trademarks and other marks, trade names and other trade rights in which the Company has any interest whatsoever, and all other trade secrets, designs, plans, specifications, technical information and other proprietary rights, whether or not registered, created or used by or on behalf of the Company, and all licenses to which Seller is a party relating to any copyright, trademark, trade name, other trade right, patent or other proprietary right, whether or not owned by the Company (the "Intellectual Property"). Schedule 3.18(a) also sets forth: (i) for each trademark, the trademark application serial number or the trademark registration number, the trademark class of goods covered and the trademark expiration date for each country in which a trademark has been registered, (ii) for each service mark, the service mark serial number or the service mark registration number, the service mark class of goods covered and the service mark expiration date for each country in which a service mark has been registered, (iii) for each copyright, the copyright number and date of filing for each country in which a copyright has been filed, (iv) for each patent, the patent number, invention and expiration date for each patent and (v) for each license, the parties to such license, the date of execution, the date of expiration of such license, the title of the work covered by such license, whether the right to publish the Intellectual Property has reverted to the other party and the owner of the Intellectual Property covered by the License. On assumption by Buyer of the Employment Agreements set forth in Schedule 5.2, the Company shall own and have the sole right to use the Intellectual Property, except as such ownership or right to use may be limited by the Contracts, which limitations, individually and in the aggregate, do not materially interfere with the Company's ownership or use of such Intellectual Property. The Intellectual Property listed on Schedule 3.18(a) is all the Intellectual Property used by the Company in connection with the Business. True and correct copies of all licenses, copyrights, and all pending applications for copyrights, owned, controlled, created or used by or on behalf of the Company or in which the Company has any interest whatsoever have been provided to Buyer.

(c) Ownership and Protection of Intellectual Property. All of the trademarks and copyrights listed on Schedule 3.18(a) and (b) have been duly issued and all of the other Intellectual Property rights exist and are subsisting. None of the Intellectual Property is involved in any pending or threatened litigation, except as set forth in Schedules 3.13 and 3.18(c). Neither Seller nor the Company has received any notice of invalidity or infringement of any rights of others with respect to the Intellectual Property. The Company has taken all reasonable and prudent steps to protect the Intellectual Property from infringement by any other person. No other person (i) has the right to use the Intellectual Property, (ii) has notified Seller or the Company that it is claiming any ownership of or right to use such Intellectual Property, or (iii) is infringing upon any of the Company's rights in such Intellectual Property in any way. The Company's use of the Intellectual Property is not infringing upon or otherwise violating the rights of any third party in or to such Intellectual Property, and no proceedings have been instituted against or notices received by Seller or the Company that are presently outstanding alleging that the Company's use of the Intellectual Property infringes upon or otherwise violates any rights of a third party in or to such Intellectual Property. All of the Company's rights in the Intellectual Property are valid and enforceable and will not cease to be valid and in full force and effect by reason of the execution, delivery and performance of this Agreement or the consummation of the transactions contemplated by this Agreement. There are not, and it is reasonably expected that after the Closing there will not be, any restrictions on the Company's, or Buyer's, right to sell products manufactured by the Company or Buyer, in connection with the Business, except as set forth in Schedule 3.8 and Schedules 3.13 and 3.18(b and c).

REDACTED

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on its behalf by its officer thereunto duly authorized, as of the day and year first above written.

"SELLER"

Craig Shelley, an individual

Craig A Shelley

Witness: Larry G. Booyert

Elaine Shelley, an individual

Elaine M. Shelley

Witness: Larry G. Booyert



**"THE COMPANY"**

SoftShell International Ltd., a Colorado Corporation

By: Craig A Shelley  
Name: CRAIG A. SHELLEY  
Title: PRESIDENT

**"BUYER"**

Bio-Rad Laboratories, Inc., a Delaware Corporation

By: Sanford Wadler  
Name: Sanford Wadler  
Title: General Counsel

Schedule 3.6

Software

Following the Closing, Buyer will be able to publish, distribute and sell the following software:

ChemIntosh (all versions)

ChemWindow (all versions)

ChemWindow DB (all versions)

REDACTED

ChemWeb

REDACTED

Schedule 3.18 (a)

Intellectual Property

(All of the Company's domestic and foreign federal, state and foreign registrations of trademarks and of other marks, trade names or other trade rights, and all pending applications for any such registrations and all of the Company's patents and copyrights and all pending applications therefor, all other trademarks and other marks, trade names and other trade rights in which the Company has any interest whatsoever, and all other trade secrets, designs, plans, specifications, technical information and other proprietary rights, whether or not registered, created or used by or on behalf of the Company, and all licenses to which Seller is a party relating to any copyright, trademark, trade name, other trade right, patent or other proprietary right, whether or not owned by the Company (the "Intellectual Property"). Schedule 3.18(a) also sets forth: (i) for each trademark, the trademark application serial number or the trademark registration number, the trademark class of goods covered and the trademark expiration date for each country in which a trademark has been registered, (ii) for each service mark, the service mark serial number or the service mark registration number, the service mark class of goods covered and the service mark expiration date for each country in which a service mark has been registered, (iii) for each copyright, the copyright number and date of filing for each country in which a copyright has been filed, (iv) for each patent, the patent number, invention and expiration date for each patent and (v) for each license, the parties to such license, the date of execution, the date of expiration of such license, the title of the work covered by such license, whether the right to publish the Intellectual Property has reverted to the other party and the owner of the Intellectual Property covered by the License.)

Trademarks

ChemWin, No. 75/024890, Class 9, Pending, filed November 18, 1995, USA.  
ChemWindow, 1,736,230, Class 9, Exp. December 1, 2002, USA.  
ChemIntosh, 1,950,777, Class 9, Exp. January 23, 2006, USA.

ChemWeb, , Class 9, pending, USA

REDACTED

ChemIntosh Professional  
ChemWindow Professional  
ChemWeb

**REDACTED**

ChemWindow DB

**REDACTED**