

TRADEMARK ONLY

PAGE 1 OF 2 U.S.

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DEPARTMENT OF COMMERC
Patent and Trademark Of

2. Name and address of receiving party(ies): Name: AMETEK, Inc. Internal Address: Station Square City: Paoli State: PA ZIP: 19301-1391
Name: AMETEK, Inc. Internal Address: Street Address: Station Square City: Paoli State: PA ZIP: 19301-1391 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 attion, the execution date of the application is: ademark Registration No.(s) 1,898,042 and 2,105,771
6. Total number of applications and registrations involved:
Enclosed Authorized to be charged to deposit account 8. Deposit account number: 18-0350 (Attach duplicate copy of this page if paying by deposit account.)
November 29, 2001 Date 3
ach this portion on to: atents and Trademarks ssignments a, D.C. 20231

Form 1594 [R&P]

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To the Honorable Commissioner of 1	<u> </u>	08-07-19	98		U.S. DEPARTMENT OF CON
Name of conveying party(ies): BOVAR, Inc.				HEET	
Individual(s) Association Corporation - State Alberta, Canada Cher Corporation - State Alberta, Canada Cher Additional numce(s) of conveying party(iss) attached? YES NO Assignment Merger Security Agreement Change of Name Cherr Change of	To the Honorable Commissioner of 1	1007877	9 7	ached original doc	cuments or copy thered
4. Application number(s) or registration number(s): If this document is being filed together with a new application, the execution date of the application is: A. Trademark Application Number(s) B. Trademark Registration No.(s) 1.898.042 and 2.105,771 Additional number(s) attached? YES NO 5. Name and address of party to whom correspondence concerning document should be mailed: Name: Christopher R. Lewis Internal Address: Ratner & Prestia Street Address: Suite 301, One Westlakes, Berwyn, P.O. Box 980 City: Valley Forge State: PA ZIP: 19482-0980 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 tof the original document. Christopher R. Lewis Name of Person Signing Total number of pages including cover sheet, attachments, and document: 4 Do not detach this portion Mail documents to be recorded with required cover sheet information to: Commissioner of Patents and Trademarks Box Assignments	☐ Individual(s) ☐ Associati ☐ General Partnership ☐ Limited ☐ Corporation - State Alberta, Can ☐ Other Additional name(s) of conveying party(ies) attached 3. Nature of Conveyance: ☐ Assignment ☐ ☐ Security Agreement ☐ ☐ Other	on Partnership l ada ? ☐ YES ☑ NO Merger	Name: A Internal A Street Ad City: Pac	METEK, Inc. address: dress: Station Squar di State: PA ZIP: 1 dividual(s) Citizenship ociation neral Partnership mited Partnership poration - State her not domiciled in the United resentative designation is at must be a separate document	E 9301-1391 Delaware States, tached: YES N from Assignment)
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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 tof the original document. Christopher R. Lewis Name of Person Signing Total number of pages including cover sheet, attachments, and document: 4 OMB No. 0651-0011 (exp. 4/94) Do not detach this portion Mail documents to be recorded with required cover sheet information to: Commissioner of Patents and Trademarks Box Assignments	City: <u>Valley Forge</u> State: <u>PA</u>	ZIP: <u>19482-0980</u>	(Attach du	oncate copy of this page if p	aying by deposit account.)
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Form 1594 [R&P]

State cf Delaware

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"SPECTRUM DIAGTNOSTIX, INCORPORATED", A MASSACHUSETTS CORPORATION,

WITH AND INTO "BOVAR CORP." UNDER THE NAME OF "BOVAR CORP.",
A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE
OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE SECOND DAY
OF JANUARY, A.D. 1997, AT 10 O'CLOCK A.M.



A STREMING ATTOM

8481797 DATE.

971171641

05-27-97

TRADEMARK REEL: 002420 FRAME: 0325

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ASSIGNMENT OF TRADEMARKS

Pursuant to an Asset Purchase Agreement dated April 6, 1998 (the "Agreement"; terms defined in the Agreement shall have the same meaning when used herein unless otherwise defined herein), by and between AMETEK, Inc., a Delaware corporation ("Buyer"), and BOVAR Inc., a corporation incorporated under the laws of the province of Alberta, Canada ("Seller"), providing, among other things, for the sale by Seller to Buyer of substantially any and all assets, properties, rights of Seller related to. used in or comprising the business of the Division, other than the Excluded Assets, Seller has agreed to sell, convey, transfer and deliver and/or to cause to be sold, conveyed, transferred, assigned and delivered to Buyer, its successors and assigns, any and all right, title and interest of BOVAR Corp., a Texas corporation ("Seller Party"), in, to and under all trademarks, (including trademarks for which no application for registration has been filed and trademarks for which an application has been filed and trademarks which have been registered), trademark registrations and trademark applications used in the conduct of the Division, including, without limitation, those trademarks, trademark applications, and trademark registrations set forth on Schedule 4.12 to the Agreement (such trademarks, trademark applications and registrations and any and all other trademarks, trademark registrations and applications required to be assigned to Buyer pursuant to the Agreement being hereinafter called the "Assigned Trademarks").

NOW THEREFORE, Seller Party, for and in consideration of One Dollar (\$1.00), the mutual promises contained in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, for itself, its successors and assigns, hereby sells, assigns and transfers to Buyer and its successors and assigns, any and all right, title and interest in and to the Assigned Trademarks, including the trademarks and trademark registrations set forth on Schedule A hereto (which trademarks have been used continuously by Seller Party since the date of first use, registration or filing set forth on Schedule A hereto in the interstate commerce of the United States) and the goodwill of the business associated therewith. Seller Party also assigns to Buyer, its successors and assigns, the right to claim for any and all damages by reason of past infringement of the Assigned Trademarks with the right to sue for and collect the same for the use and enjoyment of Buyer and its successors and assigns. Seller Party warrants and represents that the Assigned Trademarks are owned by Seller Party and are not subject to any license, royalty arrangement or dispute and do not to its knowledge infringe any intellectual property rights of others.

Seller Party agrees, at any time and from time to time after delivery hereof, upon Buyer's request, to do, execute, acknowledge and deliver, or to cause to be done, executed, acknowledged and delivered, all such further acts, assignments, transfers, conveyances, powers of attorney and assurances as may be required for the better assigning, transferring, conveying and confirming to Buyer, or to its successors and assigns, of, or for obtaining the benefits of, any or all of the Assigned Trademarks.

Nothing herein contained shall be deemed to release Seller or Seller Party in any way from any of its obligations under the Agreement other than those performed by this instrument, or shall affect in any way the respective rights and obligations of Buyer and Seller or Seller Party as set forth in the Agreement.

This instrument shall be binding on Seller Party and its successors and assigns and shall inure to the benefit of Buyer and its successors and assigns.

IN WITNESS WHEREOF, Seller Party has caused this instrument to be duly executed by its duly authorized officer on April 30, 1998.

BOVAR CORP.

Bv.

TO TOTAL 29, 1998 1:20PM AMETEK LEGAL DEPT.

NO. 1452 P. 7

SCHEDULE A

NAME	REGISTRATION NO.	OWNER
SPECTRASCAN	1,898,042	BOVAR CORP.
SPECTRATEMP	2,105,771	BOVAR CORP.

CERTIFICATE OF MERGER

OF

SPECTRUM DIAGNOSTIX, INCORPORATED

INTO

BOVAR CORP.

BOVAR CORP., a corporation organized and existing under and by virtue of the Delaware General Corporation Law,

DOES HEREBY CERTIFY:

FIRST: That the name and state of incorporation of each of the corporations which are parties to the merger (the "Constituent Corporations") are as follows:

Name

Bovar Corp.

Bovar Corp.

State of Incorporation

Delaware

Spectrum Diagnostix, Incorporated

Massachusetts

SECOND: That a Plan of Merger (the "Plan of Merger") between the Constituent Corporations has been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations in accordance with the requirements of Section 252 of the General Corporation Law of the State of Delaware.

THIRD: That the name of the surviving corporation of the merger is Bovar Corp., a Delaware corporation.

FOURTH: That the certificate of incorporation of Bovar Corp., a Delaware corporation, shall be the certificate of incorporation of the surviving corporation.

FIFTH: That the executed Plan of Merger is on file at the principal place of business of the surviving corporation. The address of said principal place of business is 3130 Rogerdale #110 Houston, Texas 77042.

SIXTH: That a copy of the Plan of Merger will be furnished, on request and without cost, to any stockholder of any Constituent Corporation.

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SEVENTH: The authorized capital stock of the Constituent Corporation that is not a Delaware corporation is as follows:

		Total Authorized		
<u>Class</u>	Par Value	<u>Shares</u>	Par Value	
Common	\$0.01	2,000,000	\$20,000.00	
Preferred	\$0.01	1,000,000	\$10,000.00	

EIGHT: That this Certificate of Merger shall be effective as of January 1, 1997.

DATED:

December <u>3</u>2, 1996

BOVAR CORP.,

a Delaware corporation

By:

Franklin T. Bailey, Secretary

ATTEST:

By: Carakme paces

Name: KAROLINE LINER

Title: here Widistant

ASSIGNMENT OF TRADEMARKS

Pursuant to an Asset Purchase Agreement dated April 6, 1998 (the "Agreement": terms defined in the Agreement shall have the same meaning when used herein unless otherwise defined herein), by and between AMETEK, Inc., a Delaware corporation ("Buyer"), and BOVAR Inc., a corporation incorporated under the laws of the province of Alberta, Canada ("Seller"), providing, among other things, for the sale by Seller to Buyer of substantially any and all assets, properties, rights of Seller related to. used in or comprising the business of the Division, other than the Excluded Assets. Seller has agreed to sell, convey, transfer and deliver and/or to cause to be sold. conveyed, transferred, assigned and delivered to Buyer, its successors and assigns, any and all right, title and interest of BOVAR Corp., a Texas corporation ("Seller Party"), in, to and under all trademarks. (including trademarks for which no application for registration has been filed and trademarks for which an application has been filed and trademarks which have been registered), trademark registrations and trademark applications used in the conduct of the Division, including, without limitation, those trademarks, trademark applications, and trademark registrations set forth on Schedule 4.12 to the Agreement (such trademarks, trademark applications and registrations and any and all other trademarks, trademark registrations and applications required to be assigned to Buyer pursuant to the Agreement being hereinafter called the "Assigned Trademarks").

NOW THEREFORE, Seller Party, for and in consideration of One Dollar (\$1.00), the mutual promises contained in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, for itself, its successors and assigns, hereby sells, assigns and transfers to Buyer and its successors and assigns, any and all right, title and interest in and to the Assigned Trademarks, including the trademarks and trademark registrations set forth on Schedule A hereto (which trademarks have been used continuously by Seller Party since the date of first use, registration or filing set forth on Schedule A hereto in the interstate commerce of the United States) and the goodwill of the business associated therewith. Seller Party also assigns to Buyer, its successors and assigns, the right to claim for any and all damages by reason of past infringement of the Assigned Trademarks with the right to sue for and collect the same for the use and enjoyment of Buyer and its successors and assigns. Seller Party warrants and represents that the Assigned Trademarks are owned by Seller Party and are not subject to any license, royalty arrangement or dispute and do not to its knowledge infringe any intellectual property rights of others.

Seller Party agrees, at any time and from time to time after delivery hereof, upon Buyer's request, to do, execute, acknowledge and deliver, or to cause to be done, executed, acknowledged and delivered, all such further acts, assignments, transfers, conveyances, powers of attorney and assurances as may be required for the better assigning, transferring, conveying and confirming to Buyer, or to its successors and assigns, of, or for obtaining the benefits of, any or all of the Assigned Trademarks.

Nothing herein contained shall be deemed to release Seller or Seller Party in any way from any of its obligations under the Agreement other than those performed by this instrument, or shall affect in any way the respective rights and obligations of Buyer and Seller or Seller Party as set forth in the Agreement.

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BOVAR CORP.

By:

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NAME	REGISTRATION NO.	OWNER
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SPECTRATEMP	2,105,771	BOVAR CORP.

TRADEMARK REEL: 002420 FRAME: 0333

RECORDED: 01/04/2002