

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

06-07-2002



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

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To the Honorable Commissioner c

102115270

record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Inspectron Corporation

6.4.02

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

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

2. Name and address of receiving party(ies)

Name: Formscan, Inc.
Internal Address: Suite 101
Street Address: 20 Gilbert Avenue
City: Smithtown State: N.Y. ZIP: 11787

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
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: January 9, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
75/840,844

B. Trademark Registration No.(s)
2,190,369; 2,190,370; 2,300,300

Additional numbers attached? Yes No

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

Name: Thomas V. Smurzynski
Internal Address: Lahive & Cockfield, LLP
Street Address: 28 State Street
City: Boston State: MA ZIP: 02109

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
12-0080

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.

Thomas V. Smurzynski
Name of Person Signing *Thomas V. Smurzynski*
Signature May 16, 2002
Date

Total number of pages including cover sheet, attachments, and document: 5

06/06/2002 DBYRNE 00000221 75840844
01 FC:481 40.00 DP
02 FC:482

Mark documents to be recorded with required cover sheet information to:
Director, Commissioner of Patents and Trademarks, Box Assignment,
Washington, D.C. 20231

Execution Copy

**BILL OF SALE
AND
ASSIGNMENT AND ASSUMPTION AGREEMENT**

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT, made as of January 9, 2002, by and between FORMSCAN, INC., a Delaware corporation ("Buyer") and INSPECTRON CORPORATION, a Delaware corporation (the "Seller").

WHEREAS, Buyer and Seller are parties to a certain Asset Purchase Agreement dated as of January 9, 2002 (the "Asset Purchase Agreement"). All capitalized terms used but not defined herein shall have the meanings set forth in the Asset Purchase Agreement.

WHEREAS, it is the desire of Seller and Buyer that certain assets and properties constituting Seller's business (except those excluded in the Asset Purchase Agreement) shall be sold, conveyed, assigned, transferred and delivered to Buyer.

NOW, THEREFORE, in consideration of the Purchase Price and other good and valuable consideration by Buyer to Seller in hand paid, the receipt of which is hereby acknowledged:

FIRST: Seller hereby sells, transfers, conveys, grants, assigns and delivers to Buyer, its successors and assigns, all of the assets of the Seller except those specifically excluded in the Asset Purchase Agreement (the "Purchased Assets"), including, without limitation:

- a. All Accounts Receivable accounts as provided in the attached Accounts Receivable aging as of December 31, 2001, net of the related reserve for doubtful accounts.
- b. All Inventory as provided in the attached Inventory Valuation as of December 31, 2001.
- c. All fixed assets as provided in the attached Fixed Asset Schedule as of December 31, 2001.
- d. All Prepaid and other asset accounts as provided in the attached schedule.
- e. All intangible property of the Seller including, patents, trademarks, copyrights, trade secrets, know-how, customer lists, drawings and designs, software and firmware code.
- f. Seller's interest in agreement with Third Party referenced in Section 4.4(a) of the Asset Purchase Agreement.

TO HAVE AND TO HOLD, such assets and property, and each item thereof, hereby granted, bargained, sold, conveyed, transferred, assigned and set over unto Buyer, its successors and assigns, forever.

SECOND: Seller hereby covenants that Seller has good and marketable title to all of the properties and assets hereby sold, conveyed, transferred and assigned and has good right to sell, convey, transfer and assign the same unto Buyer; that all properties and assets hereby sold, conveyed, transferred and assigned are free and clear of all mortgages, pledges, security interests, covenants, conditions, easements, liens, charges, encumbrances, agreements, assessments, hypothecations, collateral assignments, restrictions, or interests of another Person of any kind or nature; and that Seller for itself, its successor and assigns, will forever warrant and defend the title of the properties and assets hereby sold, transferred, conveyed and assigned to Buyer, its successors and assigns, against all and every Person, whomsoever, in order that Buyer, its successors and assigns, shall quietly enjoy the right, title and possession of the properties and assets hereby conveyed.

THIRD: Seller for itself, its successors and assigns, covenants with Buyer, its successors and assigns, that Seller will do, execute, and deliver, or will cause to be done, executed and delivered, all acts, transfers, assignments, deeds of conveyance, powers of attorney and assurances for the better assuring, conveying and confirming unto Buyer, its successors and assigns, all and singularly, the properties and assets hereby sold, conveyed, transferred and assigned as Buyer, its successors and assigns, shall reasonably require.

FOURTH: Seller hereby constitutes and appoints Buyer, its successors and assigns the true and lawful attorney of Seller, with full power of substitution, and Buyer, its successors or assigns may, for its own use and benefit, at its own expense, use the name of Seller to demand and receive from time to time any and all of the properties and assets hereby sold, transferred, conveyed and assigned or intended so to be, to give receipts and releases for and in respect of the same and any part thereof and from time to time to institute, prosecute, defend or compromise any and all proceedings at law, in equity or otherwise which Buyer, its successors or assigns may deem necessary or proper in order to collect, assert, enforce or defend any claim, right, title or interest of any kind in and to the properties and assets hereby sold transferred, conveyed and assigned and to do all such acts in relation thereto as Buyer, its successors and assigns shall deem desirable.

FIFTH: Buyer hereby assumes (i) those liabilities or obligations arising out of related to the ownership of the Purchased Assets from and after the date hereof; and (ii) the following liabilities existing at the date hereof:

- a. Accounts payable as provided in the attached Aged Payables as of December 31, 2001.
- b. All accrued employee obligations as provided by the attached schedules of
 - i. Accrued vacation;
 - ii. Accrued commissions;
 - iii. Accrued expenses.

- c. Lease obligations and related expenses with:
- i. Office lease: 187 Billerica Road, Chelmsford, MA
 - ii. Office lease: 29w585 Batavia Road, Warrenville, IL
 - iii. Equipment lease: Toshiba Office products - copier

SIXTH: Sales and assignments made by Seller to Buyer hereunder and assumptions made by Buyer hereunder are subject to the terms and conditions of the Asset Purchase Agreement, and, in the case of any conflict between this Bill of Sale and Assignment and Assumption Agreement and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

[Remainder of page intentionally left blank]

May 10 02 03:26p Dan Finnerty
Chu. Ring & Hazel LLP Fax:617-443-9840

978-256-3009
May 10 2002 15:13 P.05
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Jan. 07 2002 04:32PM P2

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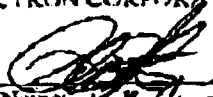
JAN-07-2002 16:22
FROM: P. H. HUNTER, CEO

MBBP
FAX NO. : 978 369 6970

1/7/2002 16:22 IN FROM: P. H. HUNTER, CEO PAGE: 001 OF 002

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale and Assignment and Assumption Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

SELLER
INSPECTRON CORPORATION

By: 
Name: P. H. Hunter
Title: PRESIDENT

BUYER:
FORMSCAN, INC

By: _____
Name:
Title:

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