

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

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office
Docket No. 221612400531

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

1. Name of conveying party(ies):

New Brunswick Scientific Co. Inc.

Individual(s) Association

General Partnership Limited Partnership

Corporation - **New Jersey**

Other _____

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

2. Name and address of receiving party(ies)

Name: Cellite Corporation

Internal Address: _____

Street Address: 137 West Central Avenue

City: Lompoc State: California Zip: 93438-0518

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: June 6, 2002

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

A. Trademark Application No.(s)

75/762,454

Additional number(s) attached Yes No

B. Trademark Registration No.(s)

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

Jennifer Lee Taylor
Morrison & Foerster LLP
425 Market Street
San Francisco, California 94105-2482

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

7. Total fee (37 CR 3.41)..... **\$40.00**

Enclosed

Authorized to be charged to deposit account

reference docket number 221612400531


8. Deposit account number:

03-1952

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

Jennifer Lee Taylor  September 10, 2002

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments

Celite Corporation / New Brunswick Scientific Co., Inc. TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT

THIS TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT ("this agreement") is effective as of June 6, 2002 (hereinafter the "Effective Date") by and between: Celite Corporation, a corporation organized and existing under the laws of the State of Delaware, located and doing business at 137 West Central Avenue, Lompoc, California, 93438-0518 (hereinafter referred to as "Celite"), and New Brunswick Scientific Co. Inc., a corporation organized and existing under the laws of the State of New Jersey, located and doing business at 44 Talmadge Road, Edison, New Jersey 08818-4005 (hereinafter referred to as "New Brunswick").

WHEREAS, New Brunswick desires to assign to Celite all right, title, and interest in and to the mark FIBRA-CEL, together with the good will of the business which it represents, and all interest in and to U.S. Trademark Application Serial No. 75/762,454 (collectively, the "Mark"), and Celite desires to accept such assignment; and

WHEREAS, New Brunswick desires to obtain an exclusive license from Celite to use the Mark in connection with the "Goods" as hereinafter defined.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties agree as follows:

1. Definitions

In this Agreement, the following terms shall have the meanings set forth below:

"Goods" shall mean "Fibrous matrix material used in a bio-reactor for growing cells" sold by New Brunswick in connection with New Brunswick's business.

"Territory" shall mean worldwide.

"New Brunswick" shall mean New Brunswick Scientific Co. Inc., and its successors and assigns.

"Celite" shall mean Celite Corporation and its successors and assigns.

"The Mark" shall mean FIBRA-CEL.

2. Term

This agreement shall commence on the Effective Date and continue in force for ten (10) years (the "Initial Term") and shall be renewable for additional ten (10) year terms (each, a "Renewal Term") at the option of New Brunswick. The Initial Term and any Renewal Terms shall hereinafter collectively be referred to as the "Term." New

Brunswick shall give notice to Celite of its intent to exercise the option to renew at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term.

3. Rights In The Mark

3.1 New Brunswick hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Celite, its successors and assigns all of its rights, title and interest of every kind and character throughout the world in and to the Mark to the full extent of its ownership or interest therein, including, without limitation, all federal, state, foreign, statutory and common law and other rights therein; all domestic and foreign intellectual property applications and registrations therefor (including, without limitation, all rights to Application Serial No. 75/762,454), and all extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing; all goodwill associated therewith; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Mark. Upon Celite's reasonable request, New Brunswick shall promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Celite in and to the Mark.

3.2 New Brunswick acknowledges that Celite owns all right, title and interest in and to the Mark. New Brunswick agrees that it will do nothing inconsistent with such ownership, and that all use of the Mark by New Brunswick and all goodwill developed therefrom shall inure to the benefit of and be on behalf of Celite. New Brunswick agrees that nothing in this Agreement or otherwise shall give New Brunswick any right, title, or interest in the Mark other than the right to use the Mark in accordance with this Agreement.

3.3 Celite agrees to maintain the registration for the Mark, so long as New Brunswick pays the fees and expenses involved. Celite will submit to New Brunswick an invoice identifying the applicable fees and expenses no later than ninety (90) days prior to all renewal deadlines. New Brunswick agrees to submit payment of all related fees and expenses to Celite no later than forty-five (45) days prior to all renewal deadlines.

3.4 New Brunswick agrees not to apply to register the Mark or any mark confusingly similar to the Mark anywhere in the world as a trademark, trade name, service mark, domain name, or for any other purpose.

4. Grant of License

4.1 Subject to the provisions of this Agreement, Celite grants to New Brunswick, and New Brunswick accepts a nontransferable (except in accordance with Paragraph 12) license to use the Mark in the Territory while this agreement is effective, solely in connection with the production, distribution, sale and advertisement of the Goods.

4.2 New Brunswick shall not use the Mark other than as provided in Section 3.1 hereof.

4.3 Celite agrees that, except with respect to Celite, the grant of this license is exclusive to New Brunswick solely in connection with the Goods, and no other license will be granted during the Term to use the Mark in connection with the Goods to any other entity.

4.4 Celite may continue to use the Mark throughout the world in connection with the Goods or otherwise.

5. Consideration

In consideration for the right to use the Mark granted according to Section 3.1, New Brunswick agrees to pay Celite the sum of \$2,500 per year for each year the Agreement remains in effect. In the event that the Agreement is terminated in the middle of a given year, Celite will return to New Brunswick a pro-rated sum based on the number of days remaining in the year the termination occurs. The full payment is to be made within thirty (30) days of the Effective Date of this Agreement and all subsequent payments are to be made within thirty days following the anniversary of the Effective Date.

6. Quality Standards

6.1 New Brunswick agrees that the nature and quality of all goods sold by New Brunswick in connection with the Mark are under the control of Celite. All Goods shall be of such quality as shall, in Celite's reasonable judgment, protect and enhance the goodwill, image and reputation adhering to the Mark.

6.2 New Brunswick agrees that all related advertising, promotional, and other uses of the Mark by New Brunswick are under the control of Celite.

6.3 From time to time and upon Celite's request, New Brunswick shall submit to Celite samples of all materials bearing the Mark, including, without limitation, any advertising, packaging and other publicly disseminated materials. If Celite discovers any improper use of the Mark on any such submission and delivers a writing describing in detail the improper use to New Brunswick, New Brunswick shall remedy the improper use immediately.

7. Infringement

New Brunswick shall notify Celite promptly of any actual or threatened infringements, imitations, or unauthorized use of the Mark by third parties of which New Brunswick becomes aware. New Brunswick shall have the right, at its expense, to bring any action on account of any such infringements, imitations, or unauthorized use, and Celite shall cooperate with New Brunswick, as New Brunswick may reasonably request, in connection with any such action brought by New Brunswick. New Brunswick shall retain any and all damages, settlement and/or compensation paid in connection with any such action brought by New Brunswick.

8. Indemnification

New Brunswick, at its expense, shall defend and indemnify, and save and hold Celite harmless from and against any and all liabilities, claims, causes of action, suits, damages, including without limitation, suits for personal injury or death of third parties,

and expenses, including reasonable attorneys' fees and expenses, for which Celite becomes liable, or may incur or be compelled to pay by reason of New Brunswick's activities or breach of the terms of this Agreement, including but not limited to: (i) claims of infringement of any intellectual property right; or (ii) product liability suits by direct or indirect customers of New Brunswick.

9. Termination

New Brunswick may terminate this Agreement at any time upon giving Celite 30 days written notice. Either party may terminate this Agreement and all rights granted under this Agreement upon written notice to the other party if the other party breaches any term or condition of this Agreement and fails to correct such breach within thirty (30) days following written notice specifying such breach.

10. Effects of and Procedure on Termination

Upon termination of this Agreement, New Brunswick shall immediately discontinue all use of the Mark and any term confusingly similar thereto and destroy all printed materials bearing the Mark.

11. Relationship of the Parties

The relationship of New Brunswick to Celite is that of an independent contractor and neither New Brunswick nor its agents or employees shall be considered employees or agents of Celite. This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture or grant of a franchise between Celite and New Brunswick. Neither party shall have the right to bind the other to any obligations to third parties.

12. Assignment

Neither this agreement nor any interest herein may be assigned, in whole or in part, by New Brunswick without the prior written consent of Celite, except that without securing such prior written consent, New Brunswick may assign this Agreement to a successor of all or substantially all of its business, provided, however, that no assignment shall be binding and valid until and unless the assignee shall have assumed all of the duties and obligations of the New Brunswick, and, provided further, that the New Brunswick shall remain liable and responsible to Celite for the performance and observance of all such duties and obligations.

13. Notices

13.1 Any notice, demand, waiver, consent, approval, or disapproval (collectively referred to as "notice") required or permitted herein shall be in writing and shall be given personally, by messenger, by air courier, by telecopy, or by prepaid registered or certified mail, with return receipt requested, addressed to the parties at their respective addresses set forth below or at such other address as a party may hereafter designate in writing to the other party.

Celite Corporation	New Brunswick Scientific Co.
137 West Central Avenue	Inc.
Lompoc, California, 93438-0518	44 Talmadge Road
	Edison, New Jersey 08818-4005

13.2 A notice shall be deemed received on the date sent.

14. Modification, Amendment, Supplement, or Waiver

14.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to such subject matter.

14.2 No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by both of the parties to this Agreement. A waiver by either party of any of the terms or conditions of this Agreement in any one instance shall not be deemed a waiver of such terms or conditions in the future or of any other terms or conditions.

15. Limitation on Effect of Waiver

A waiver of any breach of any provision of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

16. Remedy and Warranty Waiver

Except as expressly provided in this Agreement, neither party makes any warranty of any kind, express or implied, including without limitation, warranties of merchantability or fitness for a particular purpose or any warranties that may arise out of course of dealing, course of performance or usage of trade. Neither party shall be liable for any lost profits or special, direct, indirect or consequential damages even if such party was aware of the possibility of such damages.

17. Severability

Should any part or provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions shall not be affected by such holding.

18. General Assurances

The parties hereto agree to execute, acknowledge and deliver all such further instruments and to do all such other acts as may be necessary or appropriate to carry out the intent and purpose of this Agreement.

19. Gender

As used herein, each of the masculine, feminine or neuter genders shall include the other genders, the singular shall include the plural and the plural shall include the singular, whenever appropriate to the context.

20. Execution and Counterparts

This Agreement shall constitute one document and as such, may be executed in one or more counterparts, all of which taken together shall be deemed to be and shall constitute one Agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or the same document.

21. Captions

Section titles or captions contained in this Agreement are inserted only as a matter of convenience and as reference and in no way define, limit, extend, or describe the scope of this Agreement of the intent of any of the provisions hereof.

22. Agreement to be Signed by all Parties

This Agreement will become valid and enforceable only after it has been signed by all parties.

23. Warranties

23.1 Each of the parties represents, warrants and agrees that the corporate officer reviewing and executing the Agreement has been duly authorized and empowered by said party to do so.

23.2 Each of the parties represents and warrants that it has received prior independent legal advice from counsel of its choice with respect to the advisability of this settlement and this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the Effective Date.

Celite Corporation

New Brunswick Scientific Co. Inc.

Signature: 

Signature: 

Print Name: Max E. Rosenberg

Print Name: Lee Epstein

Title: Vice President

Title: Vice President - Technology

Date: 6 June 2002

Date: 10 May 2002