



08-26-2002



RECORL.....102201398.....
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New 8-21-02
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties

Execution Date
Month Day Year
06/19/2002

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

08/26/2002 TDIAZ1 00000011 1383101

FOR OFFICE USE ONLY

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

TRADEMARK

- REEL: 002568 FRAME: 0976

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="1383101"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

William H. Holt

William H. Holt

8-21-2002

Name of Person Signing

Signature

Date Signed

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Mark: HTFS (Stylized)

Reg. No. 1,383,101

Issued: February 18, 1986

DESIGNATION OF DOMESTIC REPRESENTATIVE

Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513

Sir:

William H. Holt, whose postal address is 1423 Powhatan Street, Unit 2, First Floor, Alexandria, Virginia 22314, United States of America, is hereby designated the owner's representative upon whom notices or process in proceedings affecting the mark may be served.

Hyprotech UK Limited



15 AUGUST 2002
Date

Name: C. WILKINSON
Title: COMPANY SECRETARY

ASSIGNMENT OF TRADE MARKS

THIS AGREEMENT is made the 19 day of June 2002

BETWEEN:

(1) AEA Technology plc whose registered office is at 329 Harwell, Didcot, Oxfordshire, OX11 0QJ, United Kingdom ("the Assignor"),

(2) TuV Product Service Limited (formerly National Engineering & Assessment Group Limited) whose registered office is at Segensworth Road, Titchfield, Fareham, Hampshire, PO15 5RH, United Kingdom, formerly Oakcroft Road, Chessington, Surrey, KT9 1QZ, United Kingdom ("TuV") and

(3) Hyprotech UK Limited whose registered office is at 329 Harwell, Didcot, Oxfordshire, OX11 0QJ ("the Assignee")

WHEREAS

(A) the Assignor and TuV are joint proprietors and joint beneficial owners of the the HTFS trade marks identified in the Schedule hereto (the "Trade Marks")

(B) under the provisions of an Agreement dated 18 December 2001 (the "December Agreement") between the Assignor and the Assignee, the Assignor and the Assignee have agreed that the share of the Assignor in and to the "Trade Marks" is to be assigned to the Assignee.

NOW THIS AGREEMENT WITNESSETH as follows:

1. Pursuant to the provisions of the December Agreement with the agreement thereto of TuV and in consideration for the payment by the Assignee to the Assignor of the sum of £1 receipt of which is hereby acknowledged by the Assignee, the Assignor as joint owner hereby assigns to the Assignee all its property, rights, title and interest in and to the Trade Marks including the goodwill in the Assignee's share of the business associated therewith and the right to sue for all infringements and threatened infringements of the Trade Marks whether prior to, on or after the date of this Agreement to the intent that the Assignee and TuV shall be joint owners of the Trade Marks.
2. The Assignee shall pay the costs of the preparation and recording of this Agreement in all of the respective countries in which the Trade Marks are registered.
3. All parties to this Agreement agree to the assignment of the Assignor's property, rights, title and interest in the Trade Marks to the Assignee and the Assignee accepts the assignment.
4. All parties to this Agreement agree that they will at the request and cost of the Assignee render all such documents and things as may from time to time be necessary for giving effect to this Assignment and for the registration of the Assignee and TuV as joint owners of the Trade Marks at the respective UK and overseas Trade Mark Registries as appropriate, and all parties hereby give consent to the Assignee to take solely in its name all necessary procedures for such recording of this Assignment.
5. This assignment shall be governed by and construed in accordance with English law and the parties hereby submit to the jurisdiction of the English Courts.



IN WITNESS WHEREOF this AGREEMENT has been executed as a Deed by the parties and is intended to be and is hereby delivered on the date first above written.

Signed for and on behalf of
AEA Technology plc by M. J. Lofting
by virtue of a power of attorney dated
26 March 1996

M. J. Lofting..... (Signature) in the presence of:

Frances Esplin.....Signature of Witness

FRANCES ESPLIN Name of Witness (BLOCK CAPITALS)

8 DIBLEYS, SOUTH STREET Address of Witness

BLEWBURY, DIDCOT, OXON, OX11 9PT

Signed for and on behalf of
TuV Product Service Limited

H. Hoek..... (Signature)

H. Hoek, Company Secretary.....(title & position) in the presence of:

Graig Ormerod.....Signature of Witness

GRAIG ORMEROD Name of Witness (BLOCK CAPITALS)

18 NOTSHILL LANE, FARNHAM,.....Address of Witness

SURREY, GU9 0HH

Signed for and on behalf of
Hyprotech UK Limited

R J Rogan..... (Signature)

MD.....(title & position) in the presence of:

Susan Evans.....Signature of Witness

SUSAN EVANS Name of Witness (BLOCK CAPITALS)

18 ROWS COURT, WANGAN.....Address of Witness

OXFORDSHIRE OX12 9AK

**SCHEDULE
TRADE MARK 'HTFS'**

<u>COUNTRY</u>	<u>REGISTRATION NO.</u>
Benelux	554 418
Canada	322 722
France	1 268 856
Germany	2 909 590
Japan	1 860 862
Japan	1 889 505
Korea	354 290
Korea	350 054
Korea	308 92
UK	1 204 518
UK	1 204 519
UK	1 291 161
USA	1 383 101