

09-19-2002

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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102226766

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

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

1. Name of conveying party(ies):  
Hauser Technical Services, Inc.  
555 Airport Blvd.  
Boulder, CO 80301  
*09/16/02*  
 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: STR Acquisition Sub, Inc.  
Internal \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: 85 John Road  
City: Canton State: MA Zip: 02021  
 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: August 27, 2002

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) \_\_\_\_\_  
\_\_\_\_\_

B. Trademark Registration No.(s) 2529494; 2212495;  
2214090; 1341396; 1354603; 1360960  
Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: R. William Reinsmith  
Internal Address: \_\_\_\_\_  
\_\_\_\_\_

Street Address: 185 Asylum Street  
CityPlace I, 29th Floor  
City: Hartford State: CT Zip: 06103

6. Total number of applications and registrations involved:   
7. Total fee (37 CFR 3.41).....\$ 240.00  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number:  
08-1388

DO NOT USE THIS SPACE

9. Signature.  
R. William Reinsmith      *R. William Reinsmith*      Sept. 10, 2002  
Name of Person Signing      Signature      Date  
Total number of pages including cover sheet, attachments, and document:

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

09/19/2002 LHMILLER 00000054 001388 2529494  
01 FC:481 40.00 CH  
02 FC:482 125.00 CH

TRADEMARK  
REEL: 002585 FRAME: 0226

# INTELLECTUAL PROPERTY ASSIGNMENT

INTELLECTUAL PROPERTY ASSIGNMENT, dated as of August 27, 2002, (the "Assignment"), between HAUSER TECHNICAL SERVICES, INC., a Delaware corporation, (the "Assignor"), and STR ACQUISITION SUB, INC., a Delaware corporation (the "Assignee").

WHEREAS, the Assignor is the owner of a certain Intellectual Property (as defined below);

WHEREAS, pursuant to an Asset Purchase Agreement, dated as of August 27, 2002, among Hauser, Inc., a Delaware corporation, the Assignor, Specialized Technology Resources, Inc., a Delaware corporation, and the Assignee (the "Asset Purchase Agreement"), the Assignee is desirous of acquiring the Intellectual Property and related business from the Assignor; and

WHEREAS, the Asset Purchase Agreement requires the Assignor to execute an agreement pursuant to which the Assignor assigns, conveys and transfers to the Assignee the Intellectual Property.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which are hereby acknowledged, the Assignor agrees as follows:

1. Assignment. The Assignor by these presents hereby sells, assigns, conveys, transfers and sets over unto the Assignee, its successors, legal representatives and assigns, the Assignor's entire right, title and interest in, to and under the Intellectual Property, the same to be held and enjoyed by the Assignee for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives fully and entirely as if the same would have been held and enjoyed by the Assignor if this Assignment had not been made. As used in this Assignment, "Intellectual Property" shall mean Technology, Trademark Rights, Copyright Rights, and, where transferable, Internet Rights (as each of those terms are defined in the Asset Purchase agreement) owned by Assignor as of the Closing Date (as that term is defined in the Asset Purchase Agreement) and listed on Schedule A attached hereto.

2. Recordation. If the Assignee elects to record this Assignment with the U.S. Patent & Trademark Office, the U.S. Library of Congress (or any equivalent State agency) or any like office of any country or countries foreign to the United States, the Assignee shall bear all costs and fees associated with such recordation. The Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, the Register of Copyrights of the United States and any like official of any State or any country or countries foreign to the United States whose duty it is to register patents, trademarks, or copyrights to transfer all registrations and applications for patents, trademarks or copyrights included in the Intellectual Property to the Assignee as owner of the entire right, title and interest therein or otherwise as the Assignee may direct, and to issue to the Assignee, its successors, legal representatives and

assigns, all registrations which may issue with respect to any such applications, in accordance with the terms of this instrument.

3. Further Assurances. The Assignor covenants and agrees that it will, upon the reasonable request of the Assignee and at the Assignee's cost and expense, take, or cause to be taken, such other and further action as may reasonably be required by the Assignee in order to effect the assignment contemplated by this Assignment, including executing and delivering, or causing to be executed or delivered, any and all documents provided by the Assignee that may be necessary or desirable to perfect the sale, assignment, conveyance and transfer of the Intellectual Property hereunder, including any required Internet Domain Name Transfer forms; and communicating to the Assignee any material facts relating to the Intellectual Property known to the Assignor, and testifying in any legal proceeding in the United States Patent and Trademark Office or in connection with any litigation involving the Intellectual Property or otherwise confirming the Assignee's interests in the Intellectual Property.

4. Covenant. The Assignor hereby covenants and agrees that the Assignor will not execute any agreement, assignment, sale or encumbrance (nor promise to do so) in material conflict with this Assignment.

5. Subject to Agreement. Nothing herein contained shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Asset Purchase Agreement in any manner whatsoever. This Assignment does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Asset Purchase Agreement. In the event of any conflict or other difference between the Asset Purchase Agreement and this Assignment, the provisions of the Asset Purchase Agreement shall control.

6. Governing Law and Forum. This Assignment shall be governed by, and construed in accordance with, the Laws of the State of New York, and, to the extent applicable, United States federal law governing patents, trademarks and copyrights.

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

*[Signature Page Follows]*





SCHEDULE A

Mark	Country	Registration No.	Date of Registration
QUALITY CERTIFIED SHUSTER LABS & DESIGN	US	2529494	1/15/02
TAQA	US	2212495	12/22/98
TECHNICALLY ADVANCED QUALITY ASSURANCE TAQA	US	2214090	12/29/98
SHUSTER	US	1341396	6/11/85
S SHUSTER (STYLIZED)	US	1354603	8/13/85
S (STYLIZED)	US	1360960	9/17/85
DIRECT LINK		Unregistered	

# MURTHA CULLINA LLP

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COPY

September 11, 2002

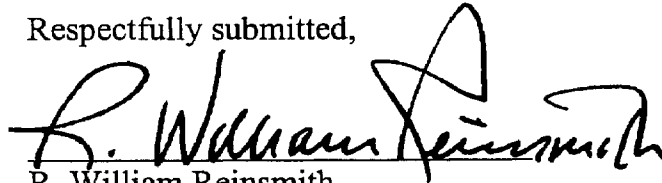
Commissioner of Patents and Trademarks  
Box Assignment  
Washington, DC 20231

Sir:

We are enclosing herewith an Intellectual Property Assignment from Hauser Technical Services, Inc. to STR Acquisition Sub, Inc. including a Schedule A. Please charge our Deposit Account No. 08-1388 \$240.00 to cover the recordation fee of the Assignment against the six registrations listed in Schedule A.

The Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment to Deposit Account No. 08-1388. A duplicate copy of this sheet is enclosed.

Respectfully submitted,



R. William Reinsmith  
Registration No. 22,253  
Murtha Cullina LLP  
Attorneys for Applicant

RWR/gmr  
Enclosure

Our Docket: STR Acquisition