

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

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10-17-2002



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

To the Honorable Commissioner of Pat

102252549

Original documents or copy thereof.

1. Name of conveying party(ies): 10-13-02 Royce Instrument Corporation
[ ] Individual(s) [ ] Association
[ ] General Partnership [ ] Limited Partnership
[X] Corporation-State of Louisiana
[ ] Other
Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No

2. Name and address of receiving party(ies)
Name: SRP Acquisition Corp.
Internal Address:
Address:
Street Address: 9333 North 49th Street
City: Brown Deer State: WI Zip: 53223
[ ] Individual(s) citizenship
[ ] Association
[ ] General Partnership
[ ] Limited Partnership
[X] 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:
[X] Assignment [ ] Merger
[ ] Security Agreement [ ] Change of Name
[ ] Other
Execution Date: January 18, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
2,403,548
2,387,376
Additional number(s) attached [ ] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Peter H. Van Winkle
Internal Address: ITT Industries, Inc.
Street Address: 4 West Red Oak Lane
White Plains State: NY Zip: 10604

6. Total number of applications and registrations involved:
7. Total fee (37 CFR 3.41).....\$65.00\*
[ ] Enclosed \*previously paid
[ ] Authorized to be charged to deposit account
8. Deposit account number:
(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.
Peter H. Van Winkle Name of Person Signing Reg. No. 36,039
Signature
Date October 9, 2002
Total number of pages including cover sheet, attachments, and document: 5

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

## TRADEMARK ASSIGNMENT

WHEREAS, Royce Instrument Corporation, a Louisiana Corporation having offices at 1355 Gentilly Road, New Orleans, LA 70129, U.S.A. ("RIC"), owns all right, title, and interest in the trademarks (registered and unregistered) identified in Schedule A (hereinafter "the Marks") together with the goodwill of the business symbolized by the Marks; and

WHEREAS, SRP Acquisition Corp. ("SRP"), a corporation of the State of Delaware, having its principal office at 9333 North 49th St, Brown Deer, Wisconsin 53223, U.S.A. desires to acquire and own RIC's entire right, title, and interest in and to, in all countries throughout the world, the Marks identified in Schedule A together with the goodwill of the business symbolized by the Marks.

NOW THEREFORE, be it known that, for good and valuable consideration, receipt of which is hereby acknowledged, RIC hereby sells, assigns, transfers, and sets over to SRP, its lawful successors and assigns, RIC's entire right, title, and interest in and to the Marks identified in Schedule A and the goodwill of the business symbolized by the Marks; and RIC hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue registrations for such Marks on any applications identified in Schedule A, to issue all registrations for such Marks to SRP, its successors and assigns, in accordance with the terms of this Assignment;

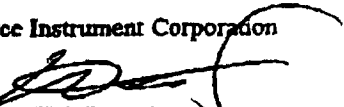
RIC HERBY further transfers and assigns to SRP all causes of action, rights, and remedies arising under any of the Marks occurring prior to or after the effective date of this Agreement, including but not limited the right to sue for past, present and future infringement;

RIC HEREBY further covenants that RIC has the full right to convey the interest assigned by this Assignment, RIC will take all action and execute all documents necessary to perfect the interest assigned hereby, and RIC has not executed and will not execute any agreement in conflict with this Assignment;


AND, RIC HEREBY further covenants and agrees that RIC, through its officers and employees, will, without further consideration, communicate with SRP, its successors and assigns, any facts known to RIC and its officers and employees respecting the Marks and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver all papers that may be necessary or desirable to perfect the title to the Marks in said SRP, its successors and assigns, make all rightful oaths and declarations, and generally do everything possible to aid SRP, its successors and assigns, to obtain and enforce proper trademark protection under the Marks in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by SRP, its successors and assigns.

IN TESTIMONY WHEREOF, each party has caused its duly authorized representative to execute this Assignment.

Royce Instrument Corporation

By:   
Name: Hal Katersky  
Title: *Chairman of the Board*  
Date: January 2002

SRP Acquisition Corp.

By:   
Name: Thomas M. Pokorsky  
Title: President  
Date: January 2002