

10-23-2002

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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): Oxford Instruments America, Inc. 10-17-02

2. Name and address of receiving party(ies): Name: Progression, Inc. Internal Address: PO Box 1239 City: York Harbor State: ME Zip: 03911

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: 10/02/2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1935580, 2233916, 2165343, 2038622, 2062946, 2043219

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Michael W. Macleod-Ball Internal Address: Bergen & Parkinson LLC Street Address: 62 Portland Road City: Kennebunk State: ME Zip: 04043

6. Total number of applications and registrations involved: 6 7. Total fee (37 CFR 3.41): \$ 165.00 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. Name of Person Signing: ADAM M. GRANOFF Signature: [Signature] Date: 10.17.2002

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

OFFICE OF PUBLIC RECORDS 2002 OCT 17 AM 9:53 FINANCE SECTION

10/22/2002 DBYRNE 00000191 1935580

01 FC:0521 40.00 DP 02 FC:0522 125.00 DP

TRADEMARK REEL: 2603 FRAME: 0883

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is made as of the 2nd day of October, 2002, by Oxford Instruments America, Inc., a Massachusetts corporation with a principal office located at Concord, Massachusetts ("Assignor"), and Progression, Inc., a Delaware corporation with a principal office located at York Harbor, Maine ("Assignee").

### Recitals

- A. Assignor is the owner of the trademark registrations and/or applications listed on Schedule 1 attached hereto (collectively, the "Marks"); and
- B. Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of October 2, 2002 (the "Asset Purchase Agreement"), pursuant to which Assignor agreed to sell, grant, assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in, to and under the Marks.

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

### Agreement

1. Assignment. Assignor hereby sells, grants, assigns, transfer, conveys and delivers to Assignee its entire right, title and interest in, to and under the Marks as used in the United States and throughout the world together with the goodwill associated therewith, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for damages, and collect the same for its own use and enjoyment and for the use and equipment of its successors, assigns, or other legal representatives.

2. Further Assistance. Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and reasonable expense (including the execution and delivery of any and all affidavits, declarations, oaths, assignments, powers of attorney, exhibits, specimens or other documentation as may be reasonably required):

(a) in the preparation, maintenance and prosecution of any applications or registrations or any applications for renewal of registrations covering the Marks in the United States and throughout the world;

(b) in the prosecution or defense of any oppositions, interferences, infringement suits, or other proceedings that may arise in connection with the Marks anywhere in the world, including, but not limited to, testifying as to any facts relating to the trademarks assigned herein and this Assignment;

(c) in obtaining any additional trademark, service mark or trade name protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or throughout the world; and

(d) in perfecting the assignment of the Marks, and any applications or registrations covering the Marks, to the Assignee under this Assignment.

3. Asset Purchase Agreement. This Assignment is delivered by Assignor to the Assignee pursuant and subject to and in accordance with the terms and conditions of the Asset Purchase Agreement.

4. Consent of Assignee. Assignee hereby acknowledges and consents to the assignment by Assignor to Assignee of all of the right, title and interest in the Marks pursuant to this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the day and year first above written.

ASSIGNOR:

OXFORD INSTRUMENTS AMERICA, INC., a Massachusetts corporation

By:   
Name: Christopher S. Fraser  
Title: Authorized Signatory

ASSIGNEE:

PROGRESSION, INC., a Delaware corporation

By: \_\_\_\_\_  
Name: Vaughn E. Davis  
Title: President

(c) in obtaining any additional trademark, service mark or trade name protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or throughout the world; and

(d) in perfecting the assignment of the Marks, and any applications or registrations covering the Marks, to the Assignee under this Assignment.

3. Asset Purchase Agreement. This Assignment is delivered by Assignor to the Assignee pursuant and subject to and in accordance with the terms and conditions of the Asset Purchase Agreement.

4. Consent of Assignee. Assignee hereby acknowledges and consents to the assignment by Assignor to Assignee of all of the right, title and interest in the Marks pursuant to this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the day and year first above written.

ASSIGNOR:

OXFORD INSTRUMENTS AMERICA,  
INC., a Massachusetts corporation

By: \_\_\_\_\_  
Name: Christopher S. Fraser  
Title: Authorized Signatory

ASSIGNEE:

PROGRESSION, INC., a Delaware  
corporation

By: \_\_\_\_\_  
Name: Vaughn E. Davis  
Title: President

**Asset purchase agreement  
Intangible assets included in the sale (continued)**

**Schedule 1**

**Trademarks**

<b>Country</b>	<b>Trademark</b>	<b>Status.</b>	<b>Number</b>	<b>File Date</b>
Australia*	Correflow	Registered	661956	24/05/1995
Benelux*	Correflow	Registered	849,543	8/06/1995
France*	Correflow	Registered	95/575,119	9/06/1995
Italy*	Correflow	Registered	RM95C002797	12/06/1995
South Korea*	Correflow	Registered	95-27025	1/07/1995
UK*	Correflow	Registered	2023426	09/06/1995
USA	Correflow	Registered	74/609,507	12/12/1994
USA	Correflux	Registered	75/412,533	30/12/1997
USA	Correstat	Registered	75/211,272	10/12/1996
USA	ESM	Registered	75/050,216	30/01/1996
South Korea*	Magmodule	Registered	95-46,215	6/12/1995
EC*	Magneflow	Published	382,523	12/09/1996
South Korea*	Magneflow	Registered	95-46,214	6/12/1995
USA	Magneflow	Registered	75/078,845	26/03/1996
USA	MFM	Registered	75/050,215	30/01/1996

\* Recordal of assignment from Auburn International, Inc. to Oxford Instruments America, Inc. pending.

**Bills of Materials and related drawings relating to the following products**

Correflow ESM3400 and its precursors

Correflow MFM3100 and its precursors

MS2720 MagStation and its precursors in benchtop NMR analyzers for the polymer market

MM2720 MagModule and its precursors in on-line NMR analyzers

BOS1 #1279831 v2