

11-12-2002



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 exp. 6/30/2008 Tab settings

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): 11-4-02
Coulbourn Instruments, L.L.C.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

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

2. Name and address of receiving party(ies)
Name: Coulbourn, Inc.
Internal Address: _____
Address: _____
Street Address: 7462 Penn Drive
City: Allentown State: PA Zip: 18106

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Pennsylvania
 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: 10/21/2002

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

B. Trademark Registration No.(s) 2, 273, 647
2, 547, 737

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Sara J. Hogan, Esquire
Internal Address: _____

11/08/2002 8TON11 00000252 2273647

01 FC: \$521 40.00 DP
02 FC: \$522 25.00 DP

Street Address: 18 East Market Street
Post Office Box 30

City: Bethlehem State: PA Zip: 18016

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 80.00

Enclosed
 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.

Sara J. Hogan, Esquire [Signature] 10/21/02
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 Washington, D.C. 20231

Refund Ref: 11/08/2002 8TON11 0000122333

CHECK Refund Total: \$15.00

TRADEMARK REEL: 2614 FRAME: 0732

ASSIGNMENT OF TRADEMARK

WHEREAS, Coulbourn Instruments, L.C.C., did obtain a United States Trademark, that Mark being Tru Scan, Registration No. 2,273,647, registered on August 31, 1999; and

WHEREAS, Coulbourn Instruments, L.L.C. is currently the sole owner of said Trademark; and

WHEREAS, said Trademark is currently used in the operation of the business of the former Coulbourn Instruments, L.L.C.; and

WHEREAS said Trademark is being assigned pursuant to an Asset Purchase Agreement dated August 2, 2002, as amended August 22, 2002, September 10, 2002 and October 21, 2002 (hereinafter referred to as "Agreement") between the owners of the assets of Coulbourn Instruments, L.L.C., M3 Products, Inc. and Sushil Bilaney (Sellers) and Coulbourn, Inc. (Purchaser); and

WHEREAS, Coulbourn, Inc., (hereinafter referred to as "Assignee"), whose mailing address is 7462 Penn Drive, City of Allentown, and State of Pennsylvania is desirous of acquiring the entire right, title and interest in the same.

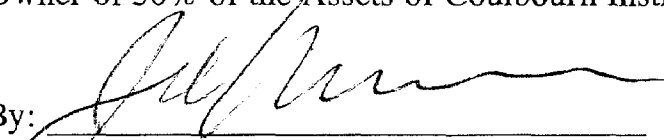
NOW, THEREFORE, in consideration of the promises set forth in the Agreement and other good and valuable consideration, Coulbourn Instruments, L.C.C., by these presents does sell, assign and transfer unto said Assignee its entire right, title and interest in and to the said Trademark aforesaid; the same to be held and enjoyed by the said Assignee for its own use and benefit, and for its legal representatives and assigns, to the full end of the term for which said

Trademark is granted, as fully and entirely as the same would have been held by Coulbourn Instruments, L.C.C. had this assignment and sale not been made.

Executed this twenty-first (21st) day of October, 2002, at Tallman, Hudders and Sorrentino, PC, The Paragon Centre, Suite 300, 1611 Pond Road, Allentown, PA 18104.

M3 PRODUCTS, INC.

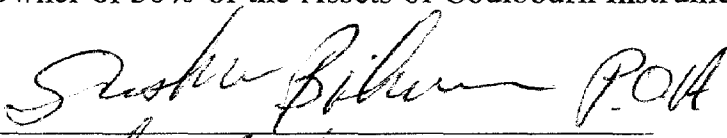
Owner of 50% of the Assets of Coulbourn Instruments, L.L.C.


By: 

John Coulbourn, President

SUSHIL BILANEY

Owner of 50% of the Assets of Coulbourn Instruments, L.L.C.







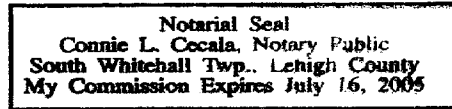
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LEHIGH)

On the twenty-first (21st) day of October, 2002, before me, a Notary Public for the State and County aforesaid, personally appeared John N. Coulbourn known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he has executed the same for the purposes therein contained, and desired the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Connie L. Cecala
Notary Public

My commission expires :



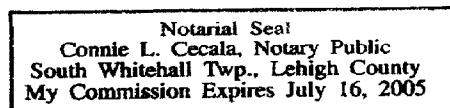
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LEHIGH)

On the twenty-first (21st) day of October, 2002, before me, a Notary Public for the State and County aforesaid, personally appeared John N. Coulbourn known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he has executed the same for the purposes therein contained, and desired the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Connie L. Cecala
Notary Public

My commission expires :



ASSIGNMENT OF TRADEMARK

WHEREAS, Coulbourn Instruments, L.C.C., did obtain a United States Trademark, that Mark being GRAPHIC STATE, Registration No. 2,547,737, registered on March 12, 2002; and

WHEREAS, Coulbourn Instruments, L.L.C. is currently the sole owner of said Trademark; and

WHEREAS, said Trademark is currently used in the operation of the business of the former Coulbourn Instruments, L.L.C.; and

WHEREAS said Trademark is being assigned pursuant to an Asset Purchase Agreement dated August 2, 2002, as amended August 22, 2002, September 10, 2002 and October 21, 2002 (hereinafter referred to as "Agreement") between the owners of the assets of Coulbourn Instruments, L.L.C., M3 Products, Inc. and Sushil Bilaney (Sellers) and Coulbourn, Inc. (Purchaser); and

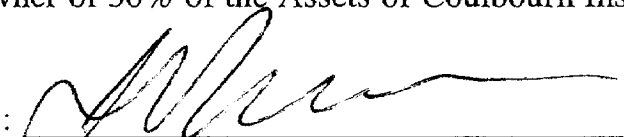
WHEREAS, Coulbourn, Inc., (hereinafter referred to as "Assignee"), whose mailing address is 7462 Penn Drive, City of Allentown, and State of Pennsylvania is desirous of acquiring the entire right, title and interest in the same.

NOW, THEREFORE, in consideration of the promises set forth in the Agreement and other good and valuable consideration, Coulbourn Instruments, L.C.C., by these presents does sell, assign and transfer unto said Assignee its entire right, title and interest in and to the said Trademark aforesaid; the same to be held and enjoyed by the said Assignee for its own use and benefit, and for its legal representatives and assigns, to the full end of the term for which said


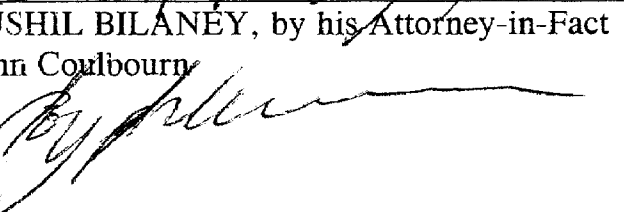
Trademark is granted, as fully and entirely as the same would have been held by Coulbourn Instruments, L.C.C. had this assignment and sale not been made.

Executed this twenty-first (21st) day of October, 2002, at Tallman, Hudders and Sorrentino, PC, The Paragon Centre, Suite 300, 1611 Pond Road, Allentown, PA 18104.

M3 PRODUCTS, INC.
Owner of 50% of the Assets of Coulbourn Instruments, L.L.C.

By: 
John Coulbourn, President

Owner of 50% of the Assets of Coulbourn Instruments, L.L.C.


SUSHIL BILANEY, by his Attorney-in-Fact
John Coulbourn


COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LEHIGH)

On the twenty-first (21st) day of October, 2002, before me, a Notary Public for the State and County aforesaid, personally appeared John N. Coulbourn known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he has executed the same for the purposes therein contained, and desired the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Connie L. Cecala
Notary Public

My commission expires :

Notarial Seal
Connie L. Cecala, Notary Public
South Whitehall Twp., Lehigh County
My Commission Expires July 16, 2005

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LEHIGH)

On the twenty-first (21st) day of October, 2002, before me, a Notary Public for the State and County aforesaid, personally appeared John N. Coulbourn known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument as Attorney-in-Fact for Sushil Bilaney, and acknowledged that he has executed the same as Attorney-in-Fact for Sushil Bilaney for the purposes therein contained, and desired the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Connie L. Cecala
Notary Public

My commission expires :

Notarial Seal
Connie L. Cecala, Notary Public
South Whitehall Twp., Lehigh County
My Commission Expires July 16, 2005