

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

Crystaloid Technologies, Inc.

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

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date:

December 31, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

2. Name and address of receiving party(ies):

Name: DCI Inc.

Internal

Address: _____

Street

Address: 15301 W. 109th Street

City: Lenexa State: KS Zip: 66219

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Kansas
☐ 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

B. Trademark Registration No.(s)

261,042; 1,447,179

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Wade Kerrigan

Internal Address:

Blackwell Sanders Peper Martin LLP

Street Address: 2300 Main, Suite 1000

City: Kansas City State: MO Zip: 64108

6. Total number of applications and registrations involved:.....

2

7. Total fee (37 CFR 3.41)..... \$ 65.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

If insufficient, please debit Deposit Account Number

8. Deposit account number: 11-0160

(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.

Wade Kerrigan

Name of Person Signing



Signature

3/7/03

Date

Total number of pages including cover sheet, attachments and document

4

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

TRADEMARK

REEL: 2615 FRAME: 0945

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ASSIGNMENT AND AGREEMENT

THIS ASSIGNMENT (the "Agreement") is entered into as of this 31st day of December, 2002 by and between Crystaloid Technologies, Inc., a Delaware corporation ("Assignor"), and DCI Inc., a Kansas corporation ("Assignee").

WHEREAS, Assignor has adopted, used and is using the "Crystaloid", "Crystaloid Electronics" and "Crystaloid Technologies" marks in connection with the production of electronic information display systems (the "Marks"); and

WHEREAS, Assignor is the owner of U.S. Registration No. 2,261,042 for "CRYSTALOID" as issued on July 13, 1999, U.S. Registration No. 1,447,179 for "CRYSTALOID ELECTRONICS" as issued on July 14, 1987 (collectively the "Registrations"), and all common law rights to the CRYSTALOID TECHNOLOGIES mark (the Common Law Rights"); and

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to said Marks, Registrations, and Common Law Rights (the "Trademark Rights").

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby sells, assigns, transfers and sets over unto Assignee, its successors and assigns, the entire right, title and interest in and to the Trademark Rights, together with that portion of the good will of the business of Assignor connected with the use of and symbolized by the trademarks included in the Trademark Rights and the know how associated with and necessary to control the nature and quality of goods associated with the Trademark Rights, all common law rights and all causes of action, past, present and future for infringement of the Trademark Rights.

2. Assignor further covenants and agrees that it will, at any time upon request, execute and deliver any and all documents that may be necessary or desirable to perfect the title to the Trademark Rights in Assignee, its successors and assigns, and that it will, at any time upon request, communicate to Assignee, its successors and assigns, such facts relating to the Trademark Rights or the history thereof as may be known to it.

3. Assignor further warrants that the Trademark Rights are not subject to any liens, encumbrances, mortgages, licenses, or other interests of third parties.

IN WITNESS WHEREOF, the parties have executed this Assignment and Agreement as of the day and year first above written.

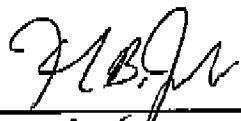
ASSIGNOR

CRYSTALOID TECHNOLOGIES, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE


DCI INC.

By:  _____
Name: KARL B. GEMPERT
Title: PRESIDENT

IN WITNESS WHEREOF, the parties have executed this Assignment and Agreement as of the day and year first above written.

ASSIGNOR

CRYSTALOID TECHNOLOGIES, INC.

By: 
Name: William L. Babler
Title: Secretary, Chief Financial Officer
and Vice President

ASSIGNEE

DCI INC.

By: _____
Name: _____
Title: _____