

12-16-2002

12-16-02

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2) Tab settings



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HEET -Y

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):

LC Resources, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State CA, 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: November 20, 2002

2. Name and address of receiving party(ies)

Name: Rheodyne LLC

Internal

Address:

Street Address: 600 Park Court

City: Rohnert Park State: CA Zip: 94927

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State

Other Limited Liability Company - DE

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1549906

Additional number(s) attached Yes No

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

Name: Julie Barley

Internal Address: Howard, Rice, Nemerovski, Canady, Falk & Rabkin

Street Address: 3 Embarcadero Center 7th Floor

San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- 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.

Julie A. Barley

Name of Person Signing

Julie A. Barley Signature

12/13/02

Date

Total number of pages including cover sheet, attachments, and document:

6

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

12/17/2002 TDIAZ1 00000026 1549906

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40.00 DP

TRADEMARK REEL: 002633 FRAME: 0332

GLOBAL ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS GLOBAL ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS (the "**Assignment**") is made, executed and delivered by and between LC Resources, Inc., a California corporation ("**Seller**") and Rheodyne LLC, a Delaware limited liability company ("**Buyer**") as of the date set forth below.

WHEREAS, Seller and Buyer have entered into an Asset Purchase Agreement, dated as of November 20, 2002 (the "**Agreement**"), pursuant to which Seller has agreed to sell, convey, assign, transfer and deliver, and Buyer has agreed to purchase, among other things, Seller's entire right, title and interest in and to the Intellectual Property (such term and all other capitalized terms used but not defined herein having the same meanings ascribed to such terms in the Agreement), all as more fully described in the Agreement; and

WHEREAS, Seller wishes to transfer to Buyer the Intellectual Property and Buyer wishes to acquire the Intellectual Property;

NOW, THEREFORE, be it known that for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and accepted, Seller hereby sells, conveys, assigns, transfers and delivers unto Buyer and its successors and assigns, all of its right, title and interest in and to the Intellectual Property, including, without limitation, the trademark applications and registrations identified on Schedule A attached hereto (the "**Trademarks**"), and including all rights to sue for past, present and future infringement thereof, together with the goodwill of the business connected with such Intellectual Property and symbolized by the Trademarks. It is expressly acknowledged that with respect to the Trademarks for which registration is being sought in the United States under the intent to use provisions of the Trademark Act (15 U.S.C. §1051(b)), Seller is assigning those Trademarks as part of the entire business or portion thereof to which those Trademarks pertain.

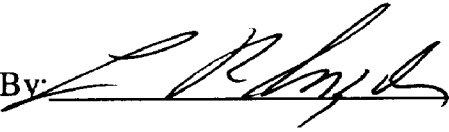
Seller represents and warrants that it shall not register or seek to register any of the Trademarks or any of the other Marks as defined in the Asset Purchase Agreement, or any service mark, trademark, trade name, or logo that is confusingly similar to any of the foregoing anywhere in the world.

This Assignment is intended to implement the provisions of the Agreement and shall not be construed to enhance, extend or limit the rights or obligations of Seller or Buyer thereunder.

This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered on behalf of the parties as of November 20, 2002.

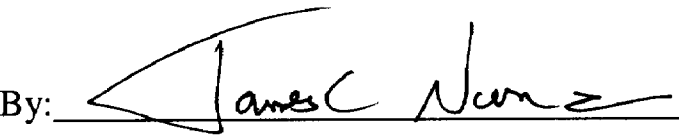
LC RESOURCES, INC.
a California corporation

By: 

Print Name: Lloyd R. Snyder

Title: secretary

BUYER: RHEODYNE LLC

By: 

Print Name: James C. Noonan

Title: President

STATE OF CALIFORNIA

)

) ss.

COUNTY OF SAN FRANCISCO

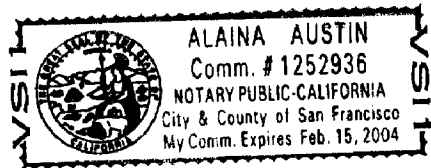
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On November 20, 2002 before me, the undersigned Notary Public, personally appeared JAMES C. NOONAN, JR., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



Signature of Notary Public



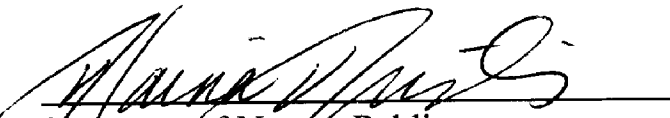
STATE OF)

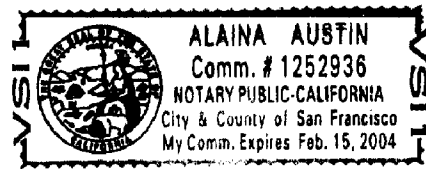
) ss.

COUNTY OF SAN FRANCISCO)

On November 20, 2002 before me, the undersigned Notary Public, personally appeared LLOYD ROBERT SNYDER personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.


Signature of Notary Public



SCHEDULE A

DRYLAB, USPTO Registration Number 1549906, Dated August 1, 1989