

01-21-2003

Form PTO-1594
(Rev. 10/02)
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ET 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): 1-6-03
BIO-TEK INSTRUMENTS, INCORPORATED
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 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: **March 19, 2002**

2. Name and address of receiving party(ies)
Name: **FLUKE ELECTRONICS CORPORATION**
Internal
Address: _____
Street Address: **6920 Seaway Boulevard**
City: **Everett** State: **WA** Zip: **98203**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Washington**
 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) **1,951,497**

Additional number(s) attached Yes No

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

Name: **John W. Ryan**

Internal Address: **WILMER, CUTLER & PICKERING**

Street Address: **2445 M Street, N.W.**

City: **Washington** State: **DC** Zip: **20037**

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:
50-1656

(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.

Christopher T. McWhinney
Name of Person Signing
Reg. No.: **42,875**

Chris McWhinney
Signature

1/6/03
Date

Total number of pages including cover sheet, attachments, and document: **6**

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

01 FC:8521

40.00 BP

TRADEMARK
REEL: 002651 FRAME: 0873

ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT is made as of March 19, 2002 (this "Assignment"), by Bio-Tek Instruments, Incorporated, a Vermont corporation (the "Assignor") and a subsidiary of Lionheart Technologies, a Nevada corporation ("Parent"), the owner of the United States Trademark identified in Exhibit A attached hereto (the "Trademark"), to Fluke Electronics Corporation, a Washington corporation (the "Assignee").

WHEREAS, Assignee, Assignor, Parent, and Fluke Nederland B.V., a company incorporated under the laws of the Netherlands, are parties to that certain Purchase Agreement dated as of March 5, 2002, (the "Agreement") pursuant to which Assignor has agreed to sell to Assignee the Bio-Tek Acquired Assets, including the Trademark; and

WHEREAS, pursuant to the Agreement, Assignor desires to convey, transfer and assign to Assignee all of Assignor's world wide right, title and interest in, to and under the Trademark.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

I. Assignment

- A. Assignor hereby sells, conveys, transfers, assigns and sets over to Assignee, and Assignee does hereby accept, all of Assignor's right, title and interest in and to the Trademark, free and clear of all Security Interests, together with all goodwill associated therewith, all rights to sue for infringement, and any and all renewals and extensions thereof that may hereafter be secured under laws now or hereafter in effect.
- B. Assignor hereby covenants and agrees to, at any time and from time to time, in accordance with the Agreement and at the request of Assignee, do, execute, deliver or cause to be done, executed or delivered, such further acts, transfers, assignments and conveyances as Assignee shall reasonably request to assure, convey and confirm unto Buyer full right, title, interest and benefit in and to the Trademark.
- C. Assignor hereby irrevocably appoints Assignee, its successors and assigns, the attorney-in-fact for Assignor, with full power of substitution and revocation, to enforce and protect all rights in, to and under the Trademark. This power of attorney shall not be affected by the subsequent dissolution and liquidation of Assignor.

II. Miscellaneous

- A. This Assignment is made pursuant to the Agreement and does not confer any different, additional or inconsistent rights, duties or obligations from the terms of the Agreement. In the event of a conflict, the terms of the Agreement shall control.

- B. This Assignment may not be amended or modified except by a written instrument signed on behalf of the parties hereto.
- C. The above Recitals are hereby incorporated herein and made a part of this Assignment.
- D. Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Agreement.
- E. Nothing expressed or implied herein is intended, or shall be construed, to confer upon or give any Person other than the parties hereto and their respective successors and assigns any rights or remedies under or by reason of this Assignment.
- F. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement and instrument.
- G. This Assignment shall be governed by and construed and enforced in accordance with the internal laws of the State of New York.
- H. This Assignment may be filed and recorded among the records of the United States Patent and Trademark Office.

[signatures appear on next pages]

IN WITNESS WHEREOF, the parties have has caused this instrument to be executed by their respective duly authorized officers as of the date first above written.

ASSIGNOR:

BIO-TEK INSTRUMENTS, INC.

By: *Brian Albert*
Name: BRIAN ALBERT
Title: President

Before me this 19 day of March, 2002, personally appeared Brian Albert known to me to be the person who executed the above-written Assignment on behalf of Bio-Tek Instruments, Inc.

A. Helena Nordstrom
Notary Public

ASSIGNEE:

FLUKE ELECTRONICS CORPORATION

By: _____
Name:
Title:

[signature page for Assignment of Trademark]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective duly authorized officers as of the date first above written.

ASSIGNOR:

BIO-TEK INSTRUMENTS, INC.

By: _____
Name:
Title:

Before me this ___ day of March, 2002, personally appeared _____ known to me to be the person who executed the above-written Assignment on behalf of Bio-Tek Instruments, Inc.

Notary Public

ASSIGNEE:

FLUKE ELECTRONICS CORPORATION

By: *Chris McMahon*
Name: *Christopher McMahon*
Title: *Secretary*

[signature page for Assignment of Trademark]

EXHIBIT A
United States Trademark

MARK	REGISTRATION NO.	DATE ISSUED
INDEX	1,951,497	Jan. 23, 1996