

Form PTO-1594
(Rev 10/02)
OMB No 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U S DEPARTMENT OF COMMERCE
U S Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1 Name of conveying party(ies):
Hewlett-Packard Development Company, L.P.
Compaq Trademark B.V

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: Quantum Instruments, Inc.
Internal Address: _____
Street Address: 1075 Stewart Avenue
City: Garden City State: NY Zip: 11530

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New York
 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: June 1, 2003

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

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2,442,944

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Michael J. Brown
 Internal Address: _____
Curtis, Mallet-Prevost, Colt & Mosle LLP

 Street Address: 101 Park Avenue

 City: New York State: NY Zip: 10178-0061

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41)..... \$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
03-3923

DO NOT USE THIS SPACE

9. Signature
Michael J. Brown  June 25, 2003
 Name of Person Signing Signature Date

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

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

CH \$40.00 033923 2442944

AGREEMENT

WHEREAS Quantum Instruments, Inc. ("Assignee") is a New York corporation whose address is 1075 Stewart Avenue, Garden City, New York, 11530.

WHEREAS Compaq Trademark B.V. ("Compaq") is a private limited liability company, incorporated under the laws of the Netherlands, whose address is Startbaan 16, 1187 XR Amstelveen, the Netherlands.

WHEREAS Compaq Information Technology Group, L.P., whose name has changed to Hewlett-Packard Development Company, L.P. ("HPDC"), and Assignee entered a License and Settlement Agreement effective February 28, 2000 (the "License Agreement") regarding the trademark QPAQ.

NOW THEREFORE:

1. For good and valuable consideration, receipt of which is hereby acknowledged, Compaq and HPDC ("Assignors") assign to Assignee, on an "as-is" basis, all their right, title and interest, if any, in and to the trademark "QPAQ" (the "Trademark"), including the trademark applications or registrations listed in Schedule "A," and together with the goodwill of the business symbolized by the Trademark and the right to bring suit and recover damages for past infringement, if any.
2. The assignment is effective June 1, 2003.
3. Assignee expressly accepts and assumes any and all liabilities, debts and other obligations associated with the Trademark.
4. ASSIGNORS MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE EXTENT OR VALIDITY OF THEIR RIGHTS IN THE TRADEMARK, OR AS TO THE STATUS OF ANY ASSOCIATED APPLICATIONS OR REGISTRATIONS. ASSIGNORS EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE TRADEMARK, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.


- 5. Assignors will execute additional documents as may be necessary to perfect or record this Agreement, provided that these documents do not materially change the terms of this Agreement.
- 6. Assignee will not seek to use or register any mark containing the consecutive letters "PAQ," other than the Trademark, without Compaq's prior, written consent.
- 7. The parties to this Agreement mutually agree that the License Agreement is hereby terminated in all respects. Each party forever waives the right to bring action against any other party or successor in interest for breach of the License Agreement.
- 8. This agreement contains the complete understanding of the parties with respect to the subject matter hereof.
- 9. The parties represent and warrant that they each have the capacity and right to enter into this agreement.
- 10. This agreement may be executed in counterparts, each of which shall be deemed an original, but both of which shall together constitute one instrument.

HEWLETT-PACKARD DEVELOPMENT COMPANY, L.P. (formerly known as Compaq Information Technologies Group, L.P.)

COMPAQ TRADEMARK B.V.

By HPQ Holdings, LLC, its General Partner:

By:



 John Tiedge
 Assistant General Counsel



 James F. Struthers, Esq.
 Attorney

Dated: May 27, 2003

Dated: May 28, 2003

QUANTUM INSTRUMENTS, INC.

By:

 Richard Shaper
 President

Dated: _____, 2003

- 5. Assignors will execute additional documents as may be necessary to perfect or record this Agreement, provided that these documents do not materially change the terms of this Agreement.
- 6. Assignee will not seek to use or register any mark containing the consecutive letters "PAQ," other than the Trademark, without Compaq's prior, written consent.
- 7. The parties to this Agreement mutually agree that the License Agreement is hereby terminated in all respects. Each party forever waives the right to bring action against any other party or successor in interest for breach of the License Agreement.
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HEWLETT-PACKARD DEVELOPMENT COMPANY, L.P. (formerly known as Compaq Information Technologies Group, L.P.)

COMPAQ TRADEMARK B.V

By HPQ Holdings, LLC, its General Partner.

By:


John Tiedge
Assistant General Counsel

James F. Struthers, Esq.
Attorney

Dated: _____, 2003

Dated: _____, 2003

QUANTUM INSTRUMENTS, INC

By: 

Richard Shaper
President

Dated: 26 May, 2003

SCHEDULE A
QPAQ Registrations

| Jurisdiction | Registration Number | Registration Date | Serial Number | Filing Date |
|--------------------|---------------------|-------------------|---------------|---------------|
| United States | 2,442,944 | Apr. 10, 2001 | 75/227,049 | Jan. 16, 1997 |
| Canada | TMA541183 | Feb. 14, 2001 | 859461 | Oct. 23, 1997 |
| European Community | 497511 | Feb. 15, 1999 | 497511 | Mar. 26, 1997 |