

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	MERGER
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Koninklijke Utermohlen N.V.		06/09/1998	Limited liability company: NETHERLANDS

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	STC Technologies, Inc.
<b>Street Address:</b>	8505 S.W. Creekside Place
<b>City:</b>	Beaverton
<b>State/Country:</b>	OREGON
<b>Postal Code:</b>	97008
<b>Entity Type:</b>	Limited liability company: DELAWARE

<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Registration Number:	1525479

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(215)981-4750
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	2159814194
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<b>Correspondent Name:</b>	Paul J. Kennedy, Esquire
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<b>ATTORNEY DOCKET NUMBER:</b>	100805.8
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<b>NAME OF SUBMITTER:</b>	Paul J. Kennedy, Esquire
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<b>Total Attachments: 4</b> source=HF-1.tif source=HF-2.tif source=HF-3.tif
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**OP \$40.00 1525479**



**Deed of assignment of the Trademark**

The undersigned,

1 Koninklijke Utermöhlen N.V., a limited liability company organized under the laws of the Netherlands, with its registered office at Wolvega, the Netherlands ("Seller")

and

2 STC Technologies, Inc., a limited liability company organized under the laws of the State of Delaware, with its registered offices at Bethlehem, Pennsylvania 18018, the United States of America ("Purchaser");

**WHEREAS**

Seller and Purchaser have entered into an Agreement for Sale and Purchase of Assets of the same date (hereinafter "Asset Purchase Agreement"), pursuant to which Seller shall transfer to Purchaser all its rights to trademarks and trademark applications related to the Histofreezer Business (as defined in the Asset Purchase Agreement);

**NOW THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:**

**Article 1 - Trademarks and Trademark Applications**

Seller hereby transfers to Purchaser and Purchaser hereby accepts the transfer of:

in classes 5 and 10:

International trademark registration no. 525 069 filed on 9 June 1988, registered in the following countries: Algeria, Austria, Belarus, Bulgaria, Czech, Egypt, Germany, France, Hungary, Italy, Morocco, Portugal, Romania, Russia, Slovakia, Spain and Vietnam;

International trademark registration no. 647 331 filed on 22 November 1995, registered in the following countries: China and Poland;

Benelux trademark registration no. 430 435 dated 15 May 1987;  
East-Germany trademark registration no. 2007468 dated 15 March 1991;

in class 10:

Argentina trademark registration	no. 1470481	dated 30 September 1993;
Australia trademark registration	no. B575267	dated 26 March 1992;
Brazil trademark registration	no. 816539375	dated 14 September 1993;
Canada trademark registration	no. 409 060	dated 5 March 1993;
Denmark trademark registration	no. 10319-1992	dated 6 November 1992;
Finland trademark registration	no. 127 854	dated 6 September 1993;
UK trademark registration	no. 1347342	dated 13 June 1987;
Hong Kong trademark registration	no. 14964/95	dated 25 November 1995;
Israel trademark registration	no. 84720	dated 4 December 1994;
Japan trademark registration	no. 3262688	dated 4 February 1997;
Korea trademark registration	no. 381 811	dated 12 November 1997;
Mexico trademark registration	no. 441 928	dated 13 September 1993;
Norway trademark registration	no. 177 901	dated 14 November 1996;
Saudi Arabia trademark registration	no. 93/3063	dated 21 April 1993;
Sweden trademark registration	no. 265 704	dated 7 April 1995;
USA trademark registration	no. 1525479	dated 21 February 1989;

and

all related trademark registrations in other countries

(hereinafter jointly: the "Trademarks").

and is entitled to the benefit of the following trademark applications and registrations that may result therefrom:

in class 10:

Switzerland trademark application	no. 3406/97	dated 30 March 1997;
Indonesia trademark application	no. D9523881	dated 14 December 1995;
India trademark application	no. 687 995	dated 23 November 1995;
Malaysia trademark application	no. 96-00312	dated 9 January 1996;
Singapore trademark application	no. 11339/95	dated 24 November 1995;
Thailand trademark application	no. 303 782	dated 6 March 1996;
Taiwan trademark application	no. 8513436	dated 22 March 1996;
Paraguay trademark application		) instructed, but
Chilli trademark application		) have yet to be
Venezuela trademark application		) filed by
Peru trademark application		) trademark agent

and

all applications for trademarks on the basis of the aforementioned trademark applications and registrations in other countries and/or in other classes

(hereinafter jointly: the "Trademark Applications");

including the rights, title and interest therein and all the rights, powers, privileges and immunities conferred on the proprietor thereof by the grant of the Trademarks and arising or accruing from the Trademark Applications, free from all encumbrances and including the right to sue for damages and other remedies in respect of any infringement on the Trademarks and the trademark Applications, which may have occurred prior to the date hereof, and to the intent that the grant of a trademark pursuant to the Trademark Applications shall be in the name of and shall vest in Purchaser.

#### Article 2 - Purchase Price

The Trademarks and the Trademark Applications will be transferred to Purchaser for the consideration referred to in the Asset Purchase Agreement. The receipt of this sum is hereby acknowledged by Seller.

#### Article 3 - Power of attorney

Seller hereby gives Purchaser an irrevocable and unconditional power of attorney to sign on behalf of Seller any deeds or documents or undertake any acts or things that might be required to effect the above transfers and register the Trademarks, the Trademark Applications, Know-How and Intellectual Property Rights with the proper authorities in the name of Purchaser as owner.

**Article 4 - Governing Law**

This agreement shall be governed by Netherlands law.

Thus agreed and signed, in threefold, on June 9, 1998 at Amsterdam



Koninklijke Utermöhlen N.V.

By: Mr. D.T. van der Vat

Its: managing director



STC Technologies, Inc

By: Michael Gausling

Its: President and CEO