

12/10/03

12-12-2003



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

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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Tab settings

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

1. Name of conveying party(ies):

R.S. Biotech Laboratory Equipment Division of Stephen Clark Limited

- 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: R.S. Biotech Laboratory Equipment Limited Internal Address:

Street Address: 4 MacKintosh Place, South Newmoor Industrial Estate, Irvine, UK

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, 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: 12 NOVEMBER 2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,707,110

Additional number(s) attached Yes No

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

Name: MacRoberts (Ref DF/NC/NEW/41/2)

Internal Address:

Street Address: 152 Bath Street, Glasgow G2 4TB, Scotland, UK

City: State: Zip:

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

2003 DEC 10 AM 7:49 DPR/FINANCE

DO NOT USE THIS SPACE

9. Signature.

DAVID MALLON Name of Person Signing

Signature

3/12/03 Date

Total number of pages including cover sheet, attachments, and document: 7

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

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CERTIFIED A TRUE COPY



ASSIGNATION

by

STEPHEN CLARK LIMITED

in favour of

RS BIOTECH LABORATORY EQUIPMENT LIMITED

2003

Assignment of IPR

BIGGART BAILLIE
Solicitors
Glasgow & Edinburgh

TRADEMARK
REEL: 002878 FRAME: 0624

ASSIGNATION

by

STEPHEN CLARK LIMITED (in liquidation), a company registered in Scotland with Company Number SC065173 whose registered office is at 13A Alva Street, Edinburgh, EH2 4PH acting by Fraser James Gray, Kroll Buchler Phillips, Chartered Accountants, Afton House, 26 West Nile Street, Glasgow, G1 2PF ("the Assignor") OF THE FIRST PART

in favour of

RS BIOTECH LABORATORY EQUIPMENT LIMITED, a company registered in Scotland with Company Number SC257740 whose registered office is at Castle Street, Alloa, Clackmannanshire, FK10 1EU ("the Assignee") OF THE SECOND PART

WHEREAS

The Assignor has agreed to assign its rights in the IPR and the Know How to the Assignee.

NOW THEREFORE IT IS AGREED as follows:-

1. Definitions

1.1. In this Assignment the following terms shall have the following meanings:-

"Business" means the business of the design, manufacture, sale and distribution of carbon dioxide incubators and ancillary products and the provision of related services carried on by the Assignor.

"IPR" means any and all patents, patent applications and supplementary

certificates, petty patents, rights in inventions, Registered Trade Marks and unregistered trade marks and service marks (including any trade, brand or business names, and any distinctive smells or sounds used to differentiate goods and/or services), trade and business names (including rights in any get-up or trade dress), registered designs, design rights, utility models, copyright (including all such rights in computer software and any databases), database rights, moral rights and semiconductor topography rights used in the Business (in each case for the full period thereof and all extensions and renewals thereof), anywhere in the world, applications for any of the foregoing and the right to apply for any of the foregoing in any part of the world and any similar rights situated in any country (including, but not limited to, those listed in the Schedule attached hereto).

Know How

means all ideas, concepts, un patented drawings, models, specifications, data, formulae, processes and procedures, inventions, discoveries, techniques and other technical or industrial processes or information or documentation used in the processing or manufacturing of goods or materials or provision of services by or otherwise used in relation to the Business.

"Registered Trade Marks"

means the trade marks specified in the Schedule.

"Section 110 Agreement" means the Agreement entered into of even date between the Assignor and the Assignee for the transfer of certain business, assets and liabilities of the Assignor to the Assignee pursuant to Section 110 of the Insolvency Act 1986.

"the Schedule" means the schedule attached hereto.

- 1.2. References to any Clause, Sub-Clause, Schedule or Part of a Schedule are references to such terms contained in this Assignment, unless otherwise specified.
- 1.3. The headings to Clauses are for convenience only and shall not affect the interpretation of this Assignment.

2. Assignment

In implementation of its obligations under the Section 110 Agreement, the Assignor hereby assigns absolutely to the Assignee its whole right, title and interest in and to the IPR and Know How together with all rights, powers, privileges, immunities and advantages conferred on the owner thereof and all rights, actual or contingent in respect of any past, existing or future infringements thereof together with the rights to retain any damages obtained as a result of any such actions.

3. Miscellaneous

At the request and expense of the Assignee, the Assignor shall forthwith at all times hereafter do all such acts and execute all such documents as may be necessary to secure the vesting in the Assignee of all rights assigned to the Assignee hereunder.

4. Law and Jurisdiction

This Assignment shall be governed by and construed in accordance with the law of Scotland and in the event of any dispute the parties hereby submit to the non-exclusive jurisdiction of the Scottish Courts.

IN WITNESS WHEREOF these presents, together with the attached Schedule, are executed as follows:-

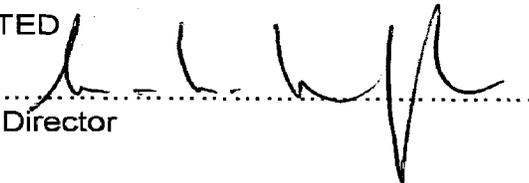
SUBSCRIBED for and on behalf of
STEPHEN CLARK LIMITED
at Glasgow on 12 NOVEMBER 2003
in the presence of:-



.....
Fraser James Gray

Witness: Chris Byrne
Full Name: CHRIS BYRNE
Address: ORMORE HOUSE
GLASGOW

SUBSCRIBED for and on behalf of
RS BIOTECH LABORATORY EQUIPMENT LIMITED
at Glasgow on 12 NOVEMBER 2003
in the presence of:-


.....
Director

Witness: Chris Byrne
Full Name: CHRIS BYRNE
Address: ORMORE HOUSE
GLASGOW

**THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING ASSIGNATION
BETWEEN STEPHEN CLARK LIMITED AND RS BIOTECH LABORATORY
EQUIPMENT LIMITED**

"Galaxy" has been registered as a trade mark in respect of incubators for use as laboratory apparatus in both the UK and the US and is about to receive Community certification:-

- UK Trade Mark Registration No.2267494
- US Trade Mark Registration No.2,707,110
- Community Trade Mark Application No.2256949