

FORM PTO-1594

1-31-92

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12-22-2003



U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

102629094

To the Honorable Commissioner of Patents and Trademarks

document or certified copy thereof.

1. Name of conveying Party:

Thermo Trilogy Corporation

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation Delaware
- Other _____

Additional name(s) of conveying party(ies) attached?

Yes No

2. Name and Address of receiving Party:

Name: Certis U.S.A., L.L.C.

Internal Address:

Address: **1209 Orange Street
Wilmington, Delaware 19801**

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation _____
- Other limited liability company

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: April 27, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,764,000

Additional sheet attached? Yes No

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

Jacobson Holman PLLC
400 7th Street, N.W.
Washington, DC 20004
Tel. 202-638-6666

Attorney Docket No. 12614/T32411US0

6. Total number of applications and registrations involved: **1**

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

- Credit Card Authorization Enclosed
- Authorized to be charged to deposit account

8. Deposit Account No.: **06-1358**

(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.

Marvin R. Stern

Name of Person Signing

Signature

12/16/03

Date

Total number of pages including cover sheet, attachments, and document: **8**

JPH&S 34118/92

12/19/2003 LUWELLER 00000032 1764000

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40.00 DP

TRADEMARK
REEL: 002883 FRAME: 0797

ASSIGNMENT OF U.S. TRADEMARKS

ASSIGNMENT OF TRADEMARKS (the "Assignment") made by THERMO TRILOGY CORPORATION, a Delaware corporation having a principal place of business at 9145 Guilford Road, Suite 175, Columbia, MD 21046 ("Assignor") to CERTIS U.S.A. L.L.C., a Delaware limited liability company with a registered office at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801 ("Assignee").

WHEREAS, Assignor, Assignee and Thermo Trilogy International Holdings, Inc., a company organized in the Cayman Islands are parties to an Asset Purchase Agreement, dated as of April 4, 2001 (the "Agreement") providing for the execution and delivery of this Assignment by Assignor to Assignee (capitalized terms used herein without definition shall have the meanings set forth in the Agreement);

WHEREAS, Assignor has adopted, used and is using the marks set forth on Schedule I hereto and incorporated by reference herein, which are registered in, or for which application for registration has been filed in, the United States Patent and Trademark Office and other marks set forth on Schedule I (the "Assigned Marks"); and

WHEREAS, Assignee desires to purchase or acquire all Assignor's right, title and interest in and to the Assigned Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby sell, transfer and assign to Assignee all right, title and interest of Assignor in and to the Assigned Marks, the registrations and applications for registrations thereof, and the goodwill of the business connected with the use thereof and symbolized thereby, free and clear of all liabilities, obligations and Liens other than Assumed Liabilities and Permitted Liens; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby agrees that Assignor shall and shall cause each Noncompetition Party to, from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary or otherwise reasonably requested by Assignee to confirm and assure the rights and

obligations provided for in the Agreement and render effective the consummation of the transaction contemplated hereby and thereby.

Remedies for the breach of the representations, warranties and covenants under this Assignment shall be governed by the terms of the Agreement.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of this 27th day of April 2001.

THERMO TRILOGY CORPORATION

By: Brian D. Hill
Name: BRIAN D. HILL
Title: CEO

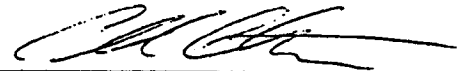
COMMONWEALTH OF MASSACHUSETTS:

: ss.

COUNTY OF SUFFOLK

:

On the 27th day of April, 2001, before me appeared Brian D. Holt, to me personally known, who, being by me duly sworn did say that he is the Chief Executive Officer of Thermo Trilog Corporation and that said instrument was signed on behalf of said corporation by authority of its board of directors, and said Brian D. Holt acknowledged said instrument to be the free act and deed of said corporation and that said corporation has no corporate seal.



Notary Public

My commission expires the 31st day of July, 2003

PRIMARY TRADEMARKS

Trademark	Application No.	Registration No.	Registration Date	Renewal Status and Notes	Formal Assignment Status
ABLE	74/400836	2129199	1/13/98	8&15 1/13/04; Renew 1/13/08	TTC
AGREE	76/203657	N/A	N/A	N/A	TTC
AZATIN	74/080603	1745039	1/5/93	Renew 1/5/03	TTC
BIO-VECTOR	73/678407	1485906	4/26/88	Renew 4/26/08	TTC
DELIVER	75/838237			Pending; opposition withdrawn	TTC
GEMSTAR	74/423096	1933721	11/7/95	8&15 11/7/01	TTC
JAVELIN	73/568571	1424547	1/13/87	Renew 1/13/07	TTC
KLEENTEK	73/465700	1323581	3/5/85	Renew 3/5/05	TTC
KLEENTEK	74/040327	1628535	12/18/90	Renew 12/18/10	TTC
MILLENIUM	74/646471	2063799	5/20/97	8&15 5/20/03	TTC
NEEMIX	74/465134	1861604	11/8/94	Renew 11/8/04	TTC
SOILGARD	74/639335	1998800	9/3/96	8&15 9/3/02	TTC
SPOD-X	74/321464	1833097	4/26/94	Renew 4/26/04	TTC
TEKNAR	73/335613	1224846	1/25/93	Renew 1/25/03	TTC
TRIACT	74/727445	2064001	5/20/97	8&15 5/20/03	TTC
TRILOGY	75/032283	2053604	4/15/97	8&15 4/15/03	TTC
X-GNAT	74/670281	1958139	2/20/96	8&15 2/20/02	TTC

SECONDARY TRADEMARKS

Trademark	Application No.	Registration No.	Registration Date	Renewal Status and Notes	Formal Assignment Status
AGRIDYNE TECHNOLOGIES (Class 5)	74/391431	1827177	3/22/94	Renew 3/22/04	TTC
AGRIDYNE TECHNOLOGIES IC 001	74/391371	1830066	4/12/94	Renew 4/12/04	TTC
AGRIDYNE TECHNOLOGIES INC. & Design IC 001	74/241143	1841114	6/21/94	Renew 6/21/04	TTC
AGRIDYNE TECHNOLOGIES INC. & Design IC 005	74/241142	1846111	7/19/94	Renew 7/19/04	TTC
ALIGN	74/241808	1926251	10/10/95	8&15 10/10/01	TTC
BIOFLEA	74/405748	2051071	4/8/97	8&15 4/8/03	TTC
BIONEEM	74/265354	1 764000	4/13/93	Renew 4/13/03 (owned w/Ringer Corp.)	TTC
BOLLWHIP	75/032294	2053605	4/15/97	8&15 4/15/03	TTC
CERTAN	73/286356	1193858		Renew 4/20/02	TTC
COSTAR	74/148283	1688696		Renew 5/26/02	TTC
DECOY	74/127255	1990610	8/6/96	8&15 8/6/02	TTC
DESIGN	74/283954	1843445	7/05/04	8&15 7/5/00	TTC
DEVOUR	74/669331	2074312	6/24/97	8&15 6/24/03	TTC
FRUSTRATE	75/069281	2118376	12/2/97	8&15 12/2/03	TTC
MARGOSAN-O	73/702202	1500138	8/16/88	Renew 8/16/08, mark not in use	WRGrace
NEEMAZAD	74/665432	2005301	10/1/96	8&15 10/1/02	TTC
NEEMGARD	74/514693	1959307	2/27/96	8&15 2/27/02 Renew 2/27/06	TTC
PRONEEM	74/547473	1993962	8/13/96	8&15 8/13/02	
SAVIOR	74/670092	1974892	5/21/96	8&15 5/21/02	TTC
THURICIDE	75/209068			Pending	TTC
TRAPPIT & Design	74/121870	1702766	7/28/92	Renew 7/28/02	TTC

Trademark	Application No.	Registration No.	Registration Date	Renewal Status and Notes	Formal Assignment Status
TRIDENT	73/729838	1522351	1/31/89	Renew 1/31/09	TTC
TURPLEX	74/238570	1783205	7/20/93	Renew 7/20/03	TTC
VECTOR	73/678611	1485908	4/26/88	Renew 4/26/08	TTC