

12/22/03

12-29-2003

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

RECORD TRA



102633263

DEPARTMENT OF COMMERCE S. Patent and Trademark Office

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):

Acton Research Corp.

- 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: 11-28-03

2. Name and address of receiving party(ies)

Name: Ropintassco 7, LLC

Internal

Address:

Street Address: 2160 Satellite Blvd., Suite 200

City: Duluth State: GA Zip: 30097

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

Other limited liability company - DE

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)

2,753,182

2,668,979

Additional number(s) attached Yes No

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

Name: Alston & Bird LLP

Internal Address: Jay E. Sloman

Street Address: 1201 W. Peachtree Street

City: Atlanta State: GA Zip: 30309

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41): \$ 65.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(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.

Jay E. Sloman

Name of Person Signing

Signature

12-17-03

Date

12/24/2003 ECOOPER 00000107 2753182

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

01 FC:8521 02 FC:8522

40.00 25.00

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

TRADEMARK REEL: 002886 FRAME: 0637

## ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") is effective as of November 28, 2003, by and between Acton Research Corporation, a Delaware corporation ("Assignor"), and Ropintassco 7, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of certain Intellectual Property (as defined below) which it desires to assign to Assignee in connection with Assignor becoming a member of the Assignee; and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Intellectual Property.

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

1. Assignor and Assignee agree that, for purposes of this Assignment, "Intellectual Property" of Assignor shall mean any and all of the following items identified on Schedule A attached hereto, and all registrations and applications for registration thereof: (i) patents (including but not limited to continuations, continuations-in-part, divisions, renewals, reissues, and extensions thereof), inventions or discoveries (including but not limited to processes, machines, manufactures, compositions of matter, formulas, techniques, concepts and ideas) whether patentable or not; (ii) copyrights in any work of authorship recognized by foreign or domestic law, by statute or at common law or otherwise (including but not limited to databases and computer software, in source code and object code form); (iii) mask works; (iv) trademarks, service marks, Internet domain names, trade names and trade dress, and all goodwill related thereto; and (v) trade secrets.
2. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's rights, title and interest in and to the Intellectual Property of Assignor, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past, present and future infringement thereof.
3. Assignor agrees to execute all documents necessary to perfect such rights, title, and interest in Assignee, its successors, assigns, and legal representatives.
4. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware.

[Signatures on Following Page]

IN WITNESS WHEREOF, each party hereto has caused this Assignment to be executed, all as of the day and year first above written.

ACTON RESEARCH CORPORATION

By: [Signature]  
Name: N. W. H. Crocker  
Title: Vice President

STATE OF Georgia  
COUNTY OF Gwinnett

On this 28<sup>th</sup> day of November, 2003, before me, a Notary Public in and for the State and County aforesaid, personally appeared N. W. H. Crocker known by me to be the person above named and an officer of Acton Research Corporation, duly authorized to execute this Assignment of Intellectual Property on behalf of Acton Research Corporation, who signed and executed the foregoing instrument on behalf of Acton Research Corporation.

[Signature]  
Notary Public  
My Commission Expires: June 14, 2005

Notary Public, Barrow County, Georgia  
My Commission Expires June 14, 2005

ACKNOWLEDGED AND ACCEPTED:

ROPINTASSCO 7, LLC

By: [Signature]  
Name: Shanley A. Cook  
Title: President

**Schedule A**

**Intellectual Property**

All Intellectual Property owned by Assignor including, without limitation, the Intellectual Property on the following schedules:

**Complete Listing of Patents for Acton Research Corporation**

Patent No.	Patent Title	Issue Date	Acton Research Corp. No.
3,698,795	Diffraction Grating with 2 Diffraction Surfaces	10/17/1972	Acton Research Corp.
4,439,259	Methods for Laser Debris Shield	3/27/1984	Acton Research Corp.
4,268,170	Multipathed Monochromator	5/19/1981	Acton Research Corp.
pending	Shuttering Mechanism for CCD's		Acton Research Corp.
4,815,842	Spectrograph for Contamination Evaluation in Space	2/28/1989	Acton Research Corp.
5,452,085	Spectrographic Astigmatism Correction System	9/19/1995	Acton Research Corp.
4,408,825	Vacuum Ultraviolet Filter	10/11/1983	Acton Research Corp.

Complete Listing of Trademarks for Acton Research Corporation

Trademark	Registration Number	Registration Date	Legal Basis
Acton Research Corp.	ARC		common law
Acton Research Corp.	CAMS		common law
Acton Research Corp.	INSPECTRUM	19-Aug-2003	US 2,753,182
Acton Research Corp.	NCL		common law
Acton Research Corp.	SPECTRACARD		common law
Acton Research Corp.	SPECTRAPRO	31-Dec-2002	US 2,668,979
Acton Research Corp.	SPECTRASENSE		common law

Complete listing of Copyrights for Acton Research Corporation

Acton Research Corp.	SpectraSense	n/a
----------------------	--------------	-----