

12-30-2003

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



102634167

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

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

1. Name of conveying party(ies): 12-23-03
Roper Scientific, Inc.

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 11/28/03

2. Name and address of receiving party(ies)

Name: Ropintasco 3, 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)

2,426,766; 2,442,424; 2,469,235;

B. Trademark Registration No.(s)

2,652,707; 2,606,444; 2,606,570;
2,442,425; 2,442,423; 2,519,332

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 West Peachtree Street

City: Atlanta State: GA Zip: 30309

6. Total number of applications and registrations involved: _____

9

7. Total fee (37 CFR 3.41).....\$ 240.00

- 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

Jay E. Sloman

Signature

12-18-03

Date

Total number of pages including cover sheet, attachments, and document: 6

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

12/29/2003 12:29:00 PM LNUELLER 00000065 2426766

01 FC:8521
02 FC:8522

40.00 OP
200.00 OP

TRADEMARK
REEL: 002887 FRAME: 0032

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") is effective as of November 28, 2003, by and between Roper Scientific, Inc., a Delaware corporation ("Assignor"), and Ropintasco 3, 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.

ROPER SCIENTIFIC, INC.

By: [Signature]
Name: Benjamin Wood
Title: Vice President

STATE OF Georgia
COUNTY OF Gwinnett

On this 28th day of November, 2003, before me, a Notary Public in and for the State and County aforesaid, personally appeared Benjamin Wood known by me to be the person above named and an officer of Roper Scientific, Inc., duly authorized to execute this Assignment of Intellectual Property on behalf of Roper Scientific, Inc., who signed and executed the foregoing instrument on behalf of Roper Scientific, Inc.

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

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

ACKNOWLEDGED AND ACCEPTED:

ROPINTASSCO 3, LLC

By: [Signature]
Name: Shanter D. 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 Roper Scientific, Inc.

Patent	Subject	Application No.	Issue Date
Roper Scientific, Inc.	Charge Coupled Device with Improved Coating	US 5,795,617	8/18/1998
Roper Scientific, Inc.	Improved Asymmetrically Split Charged Coupled Device	US 5,986,267	11/6/1997
Roper Scientific, Inc.	Improved Asymmetrically Split Charged Coupled Device	US 6,175,126	1/16/2001
Roper Scientific, Inc.	Infra-Red Stimulation and Response Measurement	application pending for filing	
Roper Scientific, Inc.	Solid State Camera with Separate Vacuum And Sieve Chambers	US 6,388,710	5/14/2002

Entity	Mark	Registration Number	Priority Date
Roper Scientific, Inc.	A2S	common law	
Roper Scientific, Inc.	AURORA	US 75/457245	Abandoned
Roper Scientific, Inc.	CAMTEST	common law	
Roper Scientific, Inc.	CASCADE	US 2,652,707	5-Oct-2001
Roper Scientific, Inc.	CHEMI-PRO	US 78/175,086	
Roper Scientific, Inc.	COOLSNAPX	common law	
Roper Scientific, Inc.	COOLSNAP	common law	
Roper Scientific, Inc.	COOLSNAPCF	common law	
Roper Scientific, Inc.	COOLSNAPHQ	common law	
Roper Scientific, Inc.	FIRST LOOK	common law	
Roper Scientific, Inc.	FORENSYS	US 75/473,106	Abandoned
Roper Scientific, Inc.	IMAGE POINT	US 74/508204	Abandoned
Roper Scientific, Inc.	PHOTOMETRICS		
Roper Scientific, Inc.	IMAGING QUARTERLY	common law	
Roper Scientific, Inc.	I-PENTAMAX	common law	
Roper Scientific, Inc.	MCP BRACKET PULSING	common law	
Roper Scientific, Inc.	OMAV	common law	
Roper Scientific, Inc.	PHOTOMETRICS	Arizona 03-4448	29-Sep-1994
Roper Scientific, Inc.	PHOTOMETRICS	US 2,606,444	7-Jan-2000
Roper Scientific, Inc.	PHOTOMETRICS	US 75/864201	Abandoned
Roper Scientific, Inc.	COOLSNAP		
Roper Scientific, Inc.	PI MAX	US 2,606,570	12-May-2000
Roper Scientific, Inc.	PI-LCX	US 2,442,425	10-Apr-2001
Roper Scientific, Inc.	PI-MTE	common law	
Roper Scientific, Inc.	PI-SCX	US 2,442,423	10-Apr-2001
Roper Scientific, Inc.	PI-SX	US 2,519,332	18-Dec-2001
Roper Scientific, Inc.	PRIMARY POINT	common law	
Roper Scientific, Inc.	DIGITIZATION (PPD)		
Roper Scientific, Inc.	PRINCETON	US 75/894638	Abandoned
Roper Scientific, Inc.	INSTRUMENTS		
Roper Scientific, Inc.	PROGRAMMABLE	common law	
Roper Scientific, Inc.	TIMING GENERATOR		
Roper Scientific, Inc.	(PIG)		
Roper Scientific, Inc.	ROPER SCIENTIFIC	US 2,426,766	1-Feb-2001
Roper Scientific, Inc.	BEYOND IMAGING and design		
Roper Scientific, Inc.	RS (and design)	US 76/621,213	Abandoned
Roper Scientific, Inc.	RS IMAGE	common law	
Roper Scientific, Inc.	SERIES 300	common law	
Roper Scientific, Inc.	SERIES 400	common law	
Roper Scientific, Inc.	SPEC-10	US 2,442,424	10-Apr-2001
Roper Scientific, Inc.	SPECTRUMM	common law	
Roper Scientific, Inc.	VERSARRAY	US 2,469,235	17-Jul-2001
Roper Scientific, Inc.	VIRTUAL CHIP	common law	
Roper Scientific, Inc.	XR 300	common law	