

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office

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

<p>1. Name and address of conveying party(ies):</p> <p>Name: NSTS, Inc. (formerly NUS Instruments, Inc.) Address: 200 South Woodruff Idaho Falls, Idaho 83401</p> <p><input type="checkbox"/> Individual <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation, State of Delaware <input type="checkbox"/> Other: _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: NUS Instruments, LLC Address: 200 Woodruff Idaho Falls, Idaho 83401</p> <p><input type="checkbox"/> Individual(s) citizenship: _____ <input type="checkbox"/> Association: _____ <input type="checkbox"/> General Partnership: _____ <input type="checkbox"/> Limited Partnership: _____ <input type="checkbox"/> Corporation: _____ <input checked="" type="checkbox"/> Other: Delaware Limited Liability Company</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designation must be a separate document from Assignment) Additional name(s) of receiving party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
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3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other: _____

Execution Date: July 14, 2004

4. Application Number(s) or Registration Number(s):

A. Trademark Application Number(s):

Additional numbers attached? Yes No

B. Trademark Registration Number(s):

See Schedule A (Reg. No. 2,238,154)

Additional numbers attached? Yes No

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

Name: Gary D. Lueck
Bingham McCutchen LLP
Address: Three Embarcadero Center, Suite 1800
San Francisco, California 94111-4067

6. Total applications and registrations involved: 1

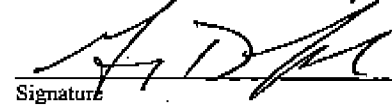
7. Total fee (37 C.F.R. § 3.41)(\$40.00 per assignment) \$40.00

Enclosed
 Authorized to be charged to deposit account.
 The Commissioner is authorized to charge underpayment of any fees or credit any overpayment to deposit Account Number 50-2519, Docket No. 000030064151

8. Deposit Account Number: 50-2519

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.

Gary D. Lueck  July 16, 2004
Name Signature Date

Total number of pages including cover sheet, attachments and document: 3

CERTIFICATE OF MAILING BY FACSIMILE

I hereby certify that this paper and all enclosures are being transmitted via facsimile to Mail Stop Assignment, Recordation Service,, U.S. Patent and Trademark Office on July 16, 2004 to facsimile number (703) 306-5995.


Karen Wuerfel

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TRADEMARK ASSIGNMENT

WHEREAS, NSTS, Inc., formerly known as NUS Instruments, Inc., a Delaware corporation, with its principal place of business at 200 South Woodruff, Idaho Falls, Idaho 83401, USA ("Assignor") has adopted, owns and is using or has a bona fide intent to use in connection with its business, the trademarks identified in Schedule A attached hereto (the "Trademarks");

WHEREAS, NUS Instruments, LLC, a Delaware limited liability company, with its principal place of business at 200 South Woodruff, Idaho Falls, Idaho 83401, USA, USA ("Assignee") is desirous of acquiring Assignor's entire right, title and interest in and to the Trademarks and all registrations and applications related thereto and granted therefore in the United States and in any and all foreign countries;

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee its entire right, title and interest in and to the Trademarks and any applications or registrations for the same, together with the goodwill associated therewith, in the United States of America and its territorial possessions and in any and all foreign countries, and in any and all divisional applications, reissues, continuations, continuations-in-part and reexaminations thereof, including, without limitation, the right to file foreign applications directly in the name of the Assignee, and the right to sue for past infringements, to be held and enjoyed by the Assignee and its successors and assigns for its use and benefit and of its successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment, transfer and sale not been made.

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment on this 14th day of July, 2004.

NSTS, INC.

By: _____

Name: _____

Title: _____

Scott Robuck

Scott Robuck

Schedule A

NUS INSTRUMENTS - Reg. No. 2,238,154