

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
-----------------------	--

CONVEYING PARTY DATA			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Alpha Technologies U.S., L.P.		09/01/2004	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA	
<b>Name:</b>	Dynisco LLC
<b>Street Address:</b>	38 Forge Parkway
<b>City:</b>	Franklin
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02038
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 5		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2745622	PERMASEAL
Registration Number:	2010120	ODR 2000
Registration Number:	1842800	RPA 2000
Registration Number:	1561964	MDR 2000
Registration Number:	1608950	MOONEY MV 2000

CORRESPONDENCE DATA	
Fax Number:	(312)861-2200
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-861-2000
Email:	dgasiorowski@kirkland.com
Correspondent Name:	Kirkland & Ellis LLP
Address Line 1:	200 East Randolph Drive
Address Line 2:	c/o Ms Donna Gasiorowski, Legal Asst.
Address Line 4:	Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	27869-79 ALPHA TECH DRG
-------------------------	-------------------------

CH \$140.00 2745622

NAME OF SUBMITTER:

Donna Gasiorowski, Sr. Legal Assistant

**Total Attachments: 6**

source=Alpha Tech TM#page1.tif

source=Alpha Tech TM#page2.tif

source=Alpha Tech TM#page3.tif

source=Alpha Tech TM#page4.tif

source=Alpha Tech TM#page5.tif

source=Alpha Tech TM#page6.tif

## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of this 1<sup>st</sup> day of September, 2004 ("Effective Date"), by and among Alpha Technologies U.S., L.P., a Delaware limited partnership, having a place of business at 2689 Wingate Avenue, Akron, Ohio 44314, USA ("Assignor") and Dynisco LLC, a Delaware limited liability company, having a place of business at 38 Forge Parkway, Franklin, Massachusetts 02038, USA ("Assignee").

**WHEREAS**, Assignor and Assignee are parties to that certain Purchase Agreement, dated as of September 1, 2004, by and among Assignor; Alpha Technologies Acquisition, Inc.; Alpha UK Holdings, L.P. I; Alpha UK Holdings, L.P. II; The Principal Stockholders; Assignee; Dynisco Enterprises Japan LLC; and Dynisco Enterprises GmbH (the "Agreement"); and

**WHEREAS**, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all the domestic and foreign trademarks (including common-law trademarks), service marks, trade names, trade dress, slogans, logos and other proprietary rights to various words and emblems used to operate the Business (as that term is defined in the Agreement), together with the goodwill of the business associated therewith (collectively, the "Marks"), including, without limitation, the United States trademark registrations set forth on Schedule A attached hereto and the United States unregistered trademarks set forth on Schedule B hereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims in law or equity by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect damages for the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

In addition to the applicable representations and warranties provided in the Agreement, Assignor represents and warrants that: (i) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (ii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Agreement in all applicable jurisdictions throughout the world.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Alpha Technologies U.S., L.P.

Dynisco LLC

Phil J. Sauder

Raymond J. Bartlett

Name: Phil J. Sauder

Name: Raymond J. Bartlett

Title: CEO

Title: V.P. and Secretary/Treasurer

STATE OF OHIO )  
 ) SS.  
COUNTY Summit )

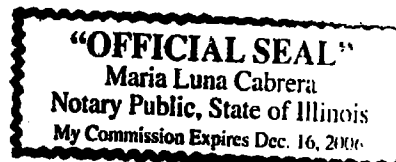
On this 1<sup>st</sup> day of September, 2004, there appeared before me Phil J. Sauder personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Alpha Technologies U.S., L.P.

Debra A. Broughton  
Notary Public  
DEBRA A. BROUGHTON, Notary Public  
Residence-Summit County  
State Wide Jurisdiction, Ohio  
My Commission Expires Nov. 2, 2005

STATE OF Illinois )  
 ) SS.  
COUNTY Cook )

On this 1<sup>st</sup> day of September, 2004, there appeared before me Raymond J. Bartlett, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Dynisco LLC.

Maria Luna Cabrera  
Notary Public





**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
PERMASEAL	2745622	8/5/2003
ODR 2000	2010120	10/22/1996
RPA 2000	1842800	7/5/1994
MDR 2000	1561964	10/24/1989
MOONEY MV 2000	1608950	8/7/1990

## SCHEDULE B

### U.S. UNREGISTERED TRADEMARKS

Trademark
Alpha
Alpha Technologies
Alpha Technologies with logo
Rubber Process Analyzer - RPA 2000
RPAP (RPA Pressure)
Lv RPA (Low viscosity RPA)
Auto RPA (Automated RPA)
MDR2000 (Moving Die Rheometer 2000)
MDRP (MDRPressure)
MDR Auto 10 or 100 (Automated MDR)
MV2000 (Mooney Viscosimeter)
Vs MV (variable speed MV)
ODR2000
MiniTester
Production MDR (PMDR)
Production Process Analyzer (PPA)
Production RPA
AlphaCare Advantage
Eclipse
Enterprise
Compounds
Daisy
Labfiler
Ultima
Venture
Pathfinder
Maisy
Workbench
Advanced Polymer Analyzer
Alpha Care Simplicity
Alpha Care Select
Alpha Care Anytime
Alpha Care Daytime
Alpha Care TeleSupport
The First Name in Testing Solutions