

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The ISPA Company		12/31/2004	CORPORATION: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sermatech International Incorporated		
<b>Street Address:</b>	155 South Limerick Road		
<b>City:</b>	Limerick		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19468		
<b>Entity Type:</b>	CORPORATION: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1359737	ISPA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)655-2783		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	215.994.2783		
<b>Email:</b>	matthew.smith@dechert.com		
<b>Correspondent Name:</b>	Dechert LLP		
<b>Address Line 1:</b>	4000 Bell Atlantic Tower		
<b>Address Line 2:</b>	1717 Arch Street		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-2793		
<b>NAME OF SUBMITTER:</b>	Matthew T. Smith		
<b>Signature:</b>	/Matthew Smith/		
<b>Date:</b>	02/07/2005		

CH \$40.00 1359737

Total Attachments: 2

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## PLAN OF DISTRIBUTION

THIS PLAN OF DISTRIBUTION (this "*Plan*") is adopted as of this 31<sup>st</sup> day of December, 2004 by The ISPA Company, a Maryland corporation ("*ISPA*").

### BACKGROUND

A. The board of directors of ISPA and its sole shareholder, Sermatech International Incorporated ("*Sermatech*"), have unanimously approved the dissolution of ISPA (the "*Dissolution*").

B. In connection with the Dissolution, ISPA desires to assign, convey, transfer and delivery to Sermatech any and all of the assets owned by ISPA as of the date hereof, including without limitation, those certain assets set forth on Schedule A to this Plan (the "*Assets*").

### AGREEMENT

NOW THEREFORE, ISPA hereby agrees as follows:

1. Transfer of Assets. Effective immediately prior to the Dissolution, ISPA hereby assigns, conveys, transfers and delivers the Assets and all of ISPA's right, title and interest therein and thereto unto Sermatech and its successors and assigns.
2. Binding Effect. This Plan shall inure to the benefit of Sermatech and its successors and assigns and shall be binding upon ISPA and its respective heirs, estates, executors, personal representatives, successors and assigns.
3. Governing Law. This Plan shall be governed by and construed and enforced in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF, ISPA has duly executed this Plan of Distribution as of the day and year first above written.

THE ISPA COMPANY

By: Joan W. Schwartz

Name: Joan W. Schwartz

Title: Assistant Secretary

Agreed and accepted:

Sermatech International Incorporated

By: Joan W. Schwartz

Name: Joan W. Schwartz

Title: Assistant Secretary

Schedule A

1. Patents

<i>Patent/Application Number</i>	<i>Jurisdiction</i>
1417084	Europe
1420934	Europe
2003/016014	WO
2002/085602	WO

2. Trademarks

<i>Trademark</i>	<i>Reg./App. No.</i>	<i>Jurisdiction</i>
ISPA	1,359,737	United States