

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	09/02/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
High Voltage Engineering Corporation		09/02/2005	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Evans Analytical Group LLC
Also Known As:	AKA EAG Acquisition, LLC
Street Address:	810 Kifer Road
City:	Sunnyvale
State/Country:	CALIFORNIA
Postal Code:	94086
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2135922	CEA
Registration Number:	2261902	CEA
Registration Number:	1922670	CHARLES EVANS & ASSOCIATES
Registration Number:	2717578	EVANS ANALYTICAL GROUP
Registration Number:	2836750	EVANS ON-SITE
Registration Number:	2833050	EAGLABS
Registration Number:	2639841	REPLOT-PXT
Registration Number:	2621587	CONTROL-PXT

CORRESPONDENCE DATA

Fax Number: (949)752-0597

900034430

**TRADEMARK
 REEL: 003179 FRAME: 0182**

OP \$215.00 2135922

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (949) 851-7410
Email: cmuyderman@jdtplaw.com
Correspondent Name: Alexander K. Kim, Esq.
Address Line 1: 2030 Main Street, Suite 1200
Address Line 4: Irvine, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	37165
NAME OF SUBMITTER:	Alexander Kim
Signature:	/Alexander Kim/
Date:	10/20/2005

Total Attachments: 6

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U.S. TRADEMARK AND SERVICE MARK ASSIGNMENT

THIS U.S. TRADEMARK AND SERVICE MARK ASSIGNMENT, dated as of September 2, 2005 (this "Assignment"), is made by High Voltage Engineering Corporation, a Massachusetts corporation ("Assignor"), in favor of EAG Acquisition, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware ("Assignee").

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement (the "Agreement"), dated as of July 8, 2005, pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase certain assets, including, without limitation, all trademarks, service marks, trade dress, trade names, logos and corporate names of Assignor, including the registered trademarks and service marks set forth on Schedule I hereto in connection with the goods or services described therein and the unregistered marks set forth in Schedule II hereto in connection with the goods or services described therein (collectively, the "Marks"), together with the goodwill of the business in connection with which the Marks have been used (the "Goodwill"), the United States Trademark Registrations for certain of the Marks set forth in Schedule I (the "Registrations"), and any and all rights to sue for claims and remedies against past, present and future infringements of any or all of the foregoing, and rights for priority and protection of interests therein under the laws of any jurisdiction (the "Claims").

NOW, THEREFORE, for good and valuable consideration acknowledged by Assignor to have been received in full from Assignee and pursuant to the terms of the Agreement, Assignor hereby agrees as follows:

1. All capitalized terms used herein and defined in the Agreement shall have the meanings ascribed to them in the Agreement unless separately or otherwise defined herein.

2. Assignor hereby conveys, assigns, sells and transfers to Assignee its entire right, title and interest in and to the Marks, the Goodwill, the Registrations and the Claims, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, successors, assigns and legal representatives, for the full extent of the life of the Marks and the term of the Registrations, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment and sale not been made.

3. Assignor hereby covenants and agrees to cooperate reasonably with Assignee to enable Assignee to perfect the transfer and assignment of and enjoy to the fullest extent the right, title and interest conveyed herein.

4. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace,

amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations, or in general any of the rights and remedies, and any of the obligations and indemnifications of Assignor or Assignee set forth in the Agreement nor shall this Assignment expand or enlarge any remedies under the Agreement including without limitation any limits on indemnification specified therein. This Assignment is intended only to effect the transfer of certain property transferred pursuant to the Agreement and shall be governed entirely in accordance with the terms and conditions of the Agreement.

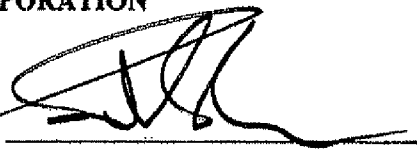
5. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the Commonwealth of Massachusetts (without giving effect to the principles of conflicts of laws thereof), except to the extent that the laws of such Commonwealth are superseded by the Bankruptcy Code. For so long as Assignor is subject to the jurisdiction of the Bankruptcy Court, the parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Assignment, and consent to the exclusive jurisdiction of, the Bankruptcy Court, subject to the right of any party to seek withdrawal of the reference with respect to any matter. After Assignor is no longer subject to the jurisdiction of the Bankruptcy Court, the parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Assignment, and consent to the jurisdiction of, the United States District Court for the District of Massachusetts or any Massachusetts state court sitting in Boston, Massachusetts.

6. This Assignment shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

[signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its proper officers thereunto duly authorized as of the day and year first above written.

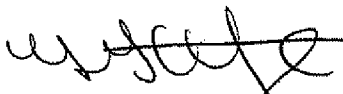
HIGH VOLTAGE ENGINEERING CORPORATION

By: 

Name: Stephen S. Gray

Title: Chapter 11 Trustee

Attest:



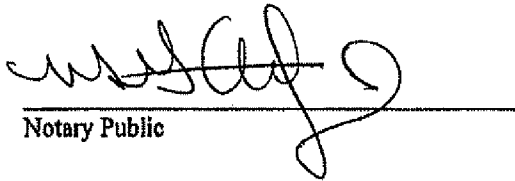
Name: Marianne F. Gorman-Eldridge

Title: Office Manager

State of MA)
City/County of Suffolk)

On this 2nd day of September, 2005, before me personally appeared Stephen S. Gray, to me known to be the Chapter 11 Trustee of High Voltage Engineering Corporation, a Massachusetts corporation, on whose behalf he executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

My commission expires: May 30, 2008


Notary Public

SCHEDULE I

REGISTERED TRADEMARKS

Mark	Registrant	Country	Serial No.	Filing Date	Registration No. & Issue Date	Class/Services
CEA	Charles Evans & Associates	USA	75/256,524	03/13/1997	2,135,922 02/10/98	Class 41 - tutorials seminars regarding surface analytical techniques Class 42 - chemical analysis devices in the field of surface characterization
CEA	Charles Evans & Associates	USA	75/256,550	03/13/1997	2,261,902 07/20/99	Class 42 - chemical analysis devices in the field of surface characterization
CHARLES EVANS & ASSOCIATES	Charles Evans & Associates	USA	74-553458	07/25/1994	1,922,670 09/25/95	Class 42
EVANS ANALYTICAL GROUP	Charles Evans & Associates	USA	78/102,526	01/14/2002	2717578 02/25/03	Class 100 & 101 - chemical analysis services, namely, surface analysis and depth profiling, identification of polymers, plastics, contaminants, organic films, fibers, liquids and trace organic compounds; laboratory research services and material analysis
EVANS ON-SITE	Charles Evans & Associates	USA	75/810,309	10/20/1999	2,836,750	Class 35 - operation of analytical

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EAGLABS	High Voltage Engineering	USA	78/102,537	01/14/2002	2,833,050	laboratories at the sites of others and contract management related thereto Class 42
REPLOT-PXT	Charles Evans & Associates	USA	78/102,506	01/14/2002	2,639,841	Class 9 - computer software for extraction of data for analysis and processing in the field of secondary ion mass spectroscopy Class 9 -
CONTROL-PXT	Charles Evans & Associates	USA	78/102,500	01/14/2002	2,621,587	

SCHEDULE II

UNREGISTERED TRADEMARKS

Trademark	Description
"Working Smarter"	Seminars and Learning Tutorials
"Specialists in Materials Characterization"	Company tagline
SIMSVIEW	No-charge data viewer software application
Logo design with stylized words Evans Analytical Group	Unregistered trademark
EAG	Unregistered trademark
EVANS NORTHEAST	Unregistered trademark
EVANS ANALYTICAL GROUP	Unregistered trademark
Logo design with stylized words EVANS ANALYTICAL GROUP	Unregistered trademark

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