

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spectra-Physics Rochester Inc.		12/18/2003	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Thermo Electron Scientific Instruments Corporation		
Street Address:	5225 Verona Road		
City:	Madison		
State/Country:	WISCONSIN		
Postal Code:	53711		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0709044	SPECTRONIC	
CORRESPONDENCE DATA			
Fax Number:	(608)257-1507		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(608) 257-7766		
Email:	docket_tlong@lathropclark.com		
Correspondent Name:	Theodore J. Long		
Address Line 1:	740 Regent Street		
Address Line 2:	Suite 400		
Address Line 4:	Madison, WISCONSIN 53715		
ATTORNEY DOCKET NUMBER:	NICINS-1 (SPECTRONICS)		
NAME OF SUBMITTER:	Theodore J. Long		
Signature:	/theodore j long/		
Date:	12/01/2005		

CH \$40.00 0709044

Total Attachments: 9

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ASSET PURCHASE AGREEMENT

This AGREEMENT is dated as of December 18, 2003 by and between Spectra-Physics Rochester Inc., a Delaware corporation (the "Seller") and Thermo Electron Scientific Instruments Corporation, a Wisconsin corporation (the "Buyer").

WHEREAS, Seller desires to sell all of its property and assets, real, personal and mixed, tangible and intangible, primarily used in or primarily related to Seller's scientific instruments operation (the "Scientific Instruments Operation"), subject to certain liabilities, to Buyer, and Buyer desire to purchase such assets, and to assume such liabilities;

NOW, THEREFORE, in consideration of the premises and mutual promises and agreements set forth herein, the parties hereto hereby agree as follows:

1. Purchase and Sale of Assets.

- (a) Seller hereby sells, assigns, transfers, conveys, and delivers to Buyer, as identified on Schedule A, all of Seller's property, assets and rights, real, personal and mixed, tangible and intangible, primarily used in or primarily related to the business of the Scientific Instruments Operation (collectively, the "Assets"). In consideration for the Assets, Buyer shall pay to Seller an aggregate of \$24,856,721 in cash (the "Purchase Price").
- (b) The Assets include (but are not limited to), the following, insofar as they are primarily used in or primarily related to the business of the Scientific Instruments Operation:
 - (i) all trade and other accounts receivable and notes receivable;
 - (ii) all inventories of raw materials, work in process, finished goods, supplies, packaging materials, spare parts and similar items;
 - (iii) all machinery, equipment, tools and tooling, furniture, fixtures, leasehold improvements and motor vehicles;
 - (iv) (A) all patents, patent applications, patent disclosures and all related continuation, continuation-in-part, divisional, reissue, re-examination, utility, model, certificate of invention and design patents, patent application, registrations and applications for registrations;

(B) all trademarks, service marks, trade dress, logos, trade names and corporate names and registrations and applications for registration thereof;

(C) all copyrights and registrations and applications for registration thereof, mask works and registrations and applications for registration thereof, computer software, source code, data and documentation, trade secrets and confidential business information, whether patentable or nonpatentable and whether or not reduced to practice, know-how, manufacturing and product processes and techniques, research and development information, copyrightable works, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information, other proprietary rights relating to any of the foregoing (including without limitation remedies against infringements thereof and rights of protection of interest therein under the laws of all jurisdictions) and copies and tangible embodiments thereof;

(v) all rights under contracts, agreements or instruments;

(vi) all claims, prepayments, refunds, causes of action, choses in actions, rights of recovery, rights of setoff and rights of recoupment, including all rights under warranties;

(vii) all permits, licenses, registrations, certificates, franchises, variances and other similar rights;

(viii) all books, records, accounts, ledgers, files, documents, correspondence, lists (customer or otherwise), product and sales literature, drawings or specifications, employment records, manufacturing and technical manuals, advertising and promotional materials, studies, reports and other printed or written materials;

(ix) securities, partnership, joint venture or other equity interests in any other business entity; and

(x) all claims and defenses relating to any of the foregoing or to the liabilities assumed by Buyer pursuant to Section 2 below.

2. Assumption of Liabilities. From and after the date hereof, the Buyer shall assume any and all liabilities, commitments and obligations of Seller of any nature, kind and description except for the Excluded Liabilities (the "Liabilities"). "Excluded Liabilities" means (i) any liabilities that do not relate primarily to the business of the Scientific Instruments Operation and (ii) all liabilities, commitments and obligations of Seller or any of its respective subsidiaries that result from any third party claim based upon the acts or omissions of Seller or such subsidiaries prior to the date hereof.

3. Further Assurances. At the request of Buyer at any time on or after the date hereof, Seller will execute and deliver such further instruments of transfer and conveyance and take such other action as Buyer reasonably may request effectively to assign and transfer to Buyer any of the Assets. At the request of Seller at any time on or after the date hereof, Buyer will execute and deliver such further instruments of assumption and take such other action as Seller may reasonably request effectively to assume the Liabilities.

4. Regarding Certain Consents. Nothing in this Agreement shall be construed as an attempt to assign any contract, agreement, permit, franchise, or claim included in the Assets that is, by its term or in law, nonassignable without the consent of the other party or parties thereto, unless such consent shall have been given, or as to which all the remedies for the enforcement thereof enjoyed by Seller would not, as a matter of law, pass to Buyer as an incident of the assignments provided for by this Agreement. In order, however, to provide Buyer the full realization and value of every contract, agreement, permit, franchise and claim of the character described in the preceding sentence, Seller, on and after the date hereof by itself or by its agents, shall, at the request and expense and under the direction of Buyer, in the name of Seller or otherwise as Buyer shall specify and as shall be permitted by law, take all such reasonable action (including without limitation the appointment of Buyer as an attorney-in-fact for Seller) and do or cause to be done all such things as shall in the opinion of Buyer be necessary or proper (a) to assure that the rights and obligations of Seller under such contracts, agreements, permits, franchises, and claims shall be preserved for the benefit of Buyer and (b) to facilitate receipt of the consideration to be received by Seller in and under every such contract, agreement, permit, franchise, and claim, which consideration Seller shall hold for the benefit of, and upon request of Buyer shall deliver to, Buyer.

5. Seller's Representations and Warranties. Seller represents and warrants that:

(a) Organization and Existence. Seller is a company organized and existing under the laws of the State of Delaware.

(b) Approval of Transactions. Seller has obtained all necessary corporate authorizations and approvals, and has taken all actions required for the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(c) No Conflict. Neither the execution nor delivery of this Agreement, nor the consummation of the transactions herein contemplated, nor the fulfillment of or compliance with the terms and provisions hereof will (1) conflict with charter documents of Seller, (2) violate any current provisions of law, administrative regulation, or court decree applicable to Seller or (3)

conflict with or result in a breach of any of the terms, conditions or provisions of or constitute default under any material agreement or instrument to which Seller is a party or by which it is bound.

(d) Ownership of Assets; Authority to Transfer. The Assets are not encumbered and are freely transferable by the Seller. The Seller hold good and marketable title to the Assets and no third party is entitled to claim any right thereto or make any claim thereon. The transfer of the Assets to Buyer pursuant to this Agreement will vest in Buyer title to the Assets, free and clear of all liens, claims, equities, options, agreements, commitments and encumbrances whatsoever.

6. Buyer's Representations and Warranties.

(a) Organization and Existence. Buyer is a company organized and existing under the laws of the State of Wisconsin.

(b) Approval of Transactions. Buyer has obtained all necessary corporate authorizations and approvals, and has taken all actions required for the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(c) No Conflict. Neither the execution nor delivery of this Agreement, nor the consummation of the transactions herein contemplated, nor the fulfillment of or compliance with the terms and provisions hereof will (1) conflict with the charter documents of Buyer, (2) violate any current provisions of law, administrative regulation, or court decree applicable to Buyer or (3) conflict with or result in a breach of any of the terms, conditions or provisions of or constitute default under any material agreement or instrument to which Buyer is a party or by which it is bound.

7. Indemnification.

(a) Seller agrees to indemnify and hold harmless Buyer from any and all damages, losses, liabilities, costs and expenses (including, without limitation, settlement costs and any reasonable legal, accounting or other expenses for investigating or defending any actions or threatened actions) incurred by Buyer as a result of (i) the Excluded Liabilities, (ii) the inaccuracy of any representation or warranty contained in Section 5 hereof or (iii) the breach by Seller of any provision hereof.

(b) Buyer agrees to indemnify and hold harmless Seller from any and all damages, losses, liabilities, costs and expenses (including, without limitation, settlement costs and any reasonable legal, accounting or other expenses for investigating or defending any actions or threatened actions) incurred by Seller as a result of (i) the Liabilities, (ii) the inaccuracy of any representation or warranty contained in Section 6 hereof, or (iii) the breach by Buyer of any provision hereof.

(c) Whenever any claim shall arise for indemnification hereunder, the party seeking indemnification (the "Indemnified Party") shall promptly notify the other party or parties from whom indemnification is sought (as the case may be, the "Indemnifying Party") of the

claim and, when known, the facts constituting the basis for such claim. In the event of any such claim for indemnification hereunder resulting from or in connection with any claim or legal proceedings by a third party, the notice to the Indemnifying Party shall specify, if known, the amount or an estimate of the amount of the liability arising therefrom. The Indemnified Party shall not settle or compromise any claim by a third party for which the Indemnified Party is entitled to indemnification hereunder without the prior consent of the Indemnifying Party, unless suit shall have been instituted against the Indemnified Party and the Indemnifying Party shall not have taken control of such suit after notification thereof as provided in Section 7(d) of this Agreement.

(d) In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any claim or legal proceeding by a person who is not a party to this Agreement, the Indemnifying Party at its sole cost and expense may, upon notice to the Indemnified Party, assume the defense of any such claim or legal proceeding if it acknowledges to the Indemnified Party its obligations to indemnify the Indemnified Party with respect to all elements of such claim. The Indemnified Party shall be entitled to participate in (but not control) the defense of any such action, with its counsel and at its own expense. If the Indemnifying Party does not assume the defense of any such claim or litigation resulting therefrom within 30 days after the date the Indemnifying Party is notified of such claim pursuant to Paragraph 7(b) hereof, (i) the Indemnified Party may defend against such claim or litigation, after giving notice of the same to the Indemnifying Party, on such terms as are appropriate in the Indemnified Party's reasonable judgment, and (ii) the Indemnifying Party shall be entitled to participate in (but not control) the defense of such action, with its counsel and at its own expense.

8. Transfer and Sales Tax. Notwithstanding any provisions of law to the contrary, Seller shall be responsible for and shall pay (a) all sales and transfer taxes, and (b) all governmental charges, if any, upon the sale or transfer of any of the Assets.

9. Effective Date. The transfer of the Assets shall be deemed to be effective as of the close of business on the date hereof, for all purposes, including federal income taxes and accounting.

10. Captions. The captions and headings to the various sections, paragraphs and exhibits of this Agreement are for convenience of reference only and shall not affect or control the meaning or interpretation of any of the provisions of this Agreement.

11. Integration. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein.

12. Notice of Communication. Any notice or other communication shall be in writing and shall be personally delivered, or sent by overnight or second day courier or by first class mail, return receipt requested, to the party to whom such notice or other communication is to be given or made at such party's address set forth below, or to such other address as such party shall designate by written notice to the other party as follows:

If to Seller:

Spectra-Physics Rochester Inc.
705 St. Paul Street
Rochester, NY 14605

If to Buyer:

Thermo Electron Scientific Instruments Corporation
5225-5 Verona Road
Madison, WI 53711

provided that any notice of change of address, and any notice or other communication given otherwise than as specified above shall be effective only upon receipt; and further that any presumption of receipt by the addressee shall be inoperable during the period of any interruption in Postal Service.

13. Survival of Representations and Warranties. All representations and warranties made by Seller or Buyer in this Agreement shall survive the execution and delivery of this Agreement.

14. Governing Law; Assignment. This Agreement is to be construed, interpreted, applied and governed in all respects in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws provisions, is to take effect as a sealed instrument, is binding upon and inures to the benefit of the parties hereto and their respect successors and assigns and may be canceled, modified or amended only by a written instrument executed by Seller and Buyer. No party hereto may assign its rights hereunder without prior written consent of the other party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

SELLER:

SPECTRA-PHYSICS ROCHESTER INC.

By: _____

Printed Name: Kenneth J. Apicerno

Title: Treasurer

BUYER:

THERMO ELECTRON SCIENTIFIC
INSTRUMENTS CORPORATION

By: 

Printed Name: Fredric T. Walder

Title: President

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

SELLER:

SPECTRA-PHYSICS ROCHESTER INC.

By: *Kenneth J. Apicerno*

Printed Name: Kenneth J. Apicerno

Title: Treasurer

BUYER:

THERMO ELECTRON SCIENTIFIC
INSTRUMENTS CORPORATION

By: _____

Printed Name: Fredric T. Walder

Title: President

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REEL: 003202 FRAME: 0482

Selling Entity:

Spectra-Physics Rochester Inc.
FEIN 25-1767488

Purchasing Entity:

Thermo Electron Scientific Instruments Corporation
39-1085016

Assets/Liabilities to be Sold

Accounts Receivable	3,105,729
Inventory	2,059,117
Fixed Assets	527,811
Intangibles	19,604,054
Other assets	900
Sbtl	<u>25,297,611</u>
Accounts Payable	34,423
Interco Payable	8,741
Accr Compensation	62,930
Accr Warranty	212,379
Other Payables	122,417
Sbtl	<u>440,890</u>
Net Book Value	<u>24,856,721</u>