

11-22-2005

**RECORDAT  
TRAD**



103123517

To the Director of the U. S. Patent and Trademark Office: Please refer to the new address(es) below.

**1. Name of conveying party(ies):**

REM, Inc. f/k/a REM Chemicals, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Connecticut
- Other

Citizenship (see guidelines)

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: REM Technologies, Inc.

Internal

Address:

Street Address: 325 West Queen Street

City: Southington

State: Connecticut

Country: USA Zip: 0 6489

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

Citizenship Connecticut, USA  
If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) January 2, 2003

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1, 375, 347, 1, 375, 346 and 1, 522, 273

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

FERROMIL, REM and MAGALLOY

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Ira S. Dorman, Esq.

Internal Address:

Street Address: 330 Roberts Street  
Suite 200

City: East Hartford

State: CT Zip: 06108

Phone Number: 860-528-0772

Fax Number: 860-528-0755

Email Address: ATTYDRMN@AOL.COM

**6. Total number of applications and registrations involved:**

3

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 120.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers 5016  
Expiration Date 10/2008

b. Deposit Account Number 502982  
Authorized User Name Ira S. Dorman

**9. Signature:**

Ira S. Dorman

Signature

November 16, 2005  
Date

11/21/2005 DBYRNE 00000136 1375347

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

01 FC:8521  
02 FC:8522

Documents recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS THAT REM, Inc. f/k/a REM Chemicals, Inc. (the "Assignor") for and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, received to Assignor's full satisfaction from REM Technologies, Inc. (the "Assignee"), does hereby sell, transfer, assign, convey and deliver unto Assignee, free and clear of all liens and encumbrances, the following:

1. Any and all of Assignor's right, title and interest in and to the Intellectual Property of the Assignor, including, but not limited to, the following:
  - (a) All of the Company's interest in any Intellectual Property. As used herein, the term "Intellectual Property" shall mean and include (i) all trademark rights, business identifiers, trade dress, service marks, trade names and brand names; (ii) all copyrights and all other rights associated therewith and the underlying works of authorship; (iii) all patents and patent applications, both United States and International and all proprietary rights associated therewith including those set forth on Schedule A hereto; (iv) all contract or agreements granting any right, title, license or privilege under the intellectual property rights of any third party; (v) all registrations of any of the foregoing, all applications therefor, all goodwill associated with any of the foregoing, and all claims for infringement or breach thereof; and (vi) all inventions, know-how, discoveries, improvements, designs, trade secrets, shop and royalty rights, employee and independent contractor covenants and agreements respecting intellectual property and non-competition and all other types of intellectual property and, in particular, the Assignor's right in common with REM Chemicals, Inc. f/k/a/ REM Chemicals of CT, Inc. and REM Research Group, Inc. to enforce those certain Invention, Non-Disclosure and Non-Competition Agreements entered into by Assignor with various employees of the Assignor.

TO HAVE AND TO HOLD the same to Assignee and Assignee's successors and assigns forever, to Assignee's proper use and behoof. By execution of this Assignment, the Assignor vouches that it has full right and lawful authority to dispose, sell and transfer said Intellectual Property.

2. In consideration of the mutual covenants and agreements set forth herein, Assignee hereby assumes and agrees to pay and discharge or perform, as appropriate, all legal and other professional fees and charges and filing fees associated with the filing and prosecution of various of the patent applications and the assignments provided for herein.

IN WITNESS WHEREOF, the Assignor has caused these presents to be signed by its proper corporate officer and its corporate seal To be hereto affixed as of this 2<sup>nd</sup> day of January, 2003.

Signed, sealed and delivered in the presence of or attested by:

Laure B. Michaud

\_\_\_\_\_

REM, INC.  
f/k/a/ REM Chemicals, Inc.

By: Mark D. Michaud

Mark D. Michaud  
Its President  
Hereunto duly Authorized

STATE OF TEXAS            )  
  )  
COUNTY OF \_\_\_\_\_ )

ss:     Austin

On this \_\_\_\_ day of December, 2002, personally appeared Mark D. Michaud, President, who acknowledged himself to be the President of REM, Inc., a corporation, and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

\_\_\_\_\_

Notary Public  
My Commission Expires:

ASSIGNMENT OF PATENTS

SCHEDULE A

U.S. Patent Numbers:

4906327  
RE 34272  
5158629  
5158623  
5051141  
4818333  
4705594  
4491500  
5503481  
4789438  
4877340  
4893387  
RE27662  
6217415  
6045686

U.S. Patent Applications:

Application Numbers 200271533  
91785075  
8934735  
10/071,533 filed 02/07/02  
PCT/US02/03694 filed 02/07/02 international filing date 02/07/02  
09/758,067 filed 01/10/01  
PCT/US02/00230 filed 01/07/02 international filing date 02/07/02

Foreign Patents

657,658 European	1,810,559	JP
294,245 European	582,315	Australia
264.0009 FR	395815	European
60-294084 JP	268361	European
168021 JP	414441	European
117725 JP	449,646	European
266410 JP		
321816 JP		
550,517 Australia		
1,218,584		

Trademark Applications:

Unfiled: "ISF"

HTFD/68154.7/MWB/105146v1

**SCHEDULE A**

Trademark	Registration Number	Date of Registration
Ferromil®	1,375,347	December 17, 1985
REM®	1,375,346	December 17, 1985
Magalloy®	1,522,273	January 31, 1989

Hartford/1.1/MWB/171577v1