

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			
Name	Formerly	Execution Date	Entity Type
Teledyne MGD, Inc.	FORMERLY MGD Technologies, Inc.	05/05/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	Teledyne Isco, Inc.		
Street Address:	4700 Superior Street		
City:	Lincoln		
State/Country:	NEBRASKA		
Postal Code:	68504		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2734847	ADFM	
CORRESPONDENCE DATA			
Fax Number:	(619)294-8674		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	619-294-2922		
Email:	Denise@Charmasson.com		
Correspondent Name:	Denise E. Jones		
Address Line 1:	1545 Hotel Circle South		
Address Line 2:	Suite 150		
Address Line 4:	San Diego, CALIFORNIA 92108		
ATTORNEY DOCKET NUMBER:	080085		
NAME OF SUBMITTER:	Denise E. Jones		
Signature:	/Denise E. Jones/		

OP \$40.00 2734847

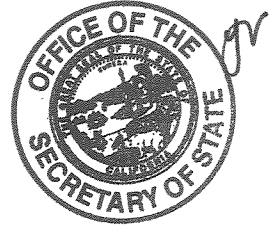
Date:

05/29/2008

Total Attachments: 10

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State of California
Secretary of State



I, BRUCE McPHERSON, Secretary of State of the State of California, hereby certify:

That the attached transcript of 8 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

DEC 09 2005

BRUCE McPHERSON
Secretary of State

AGREEMENT OF MERGER
MERCING
TI MERGER SUB, INC.
WITH AND INTO
MGD TECHNOLOGIES INC.

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

NOV 30 2005

November 30, 2005

Pursuant to Section 1103 of the California General Corporation Law ("CGCL"), MGD Technologies Inc., a California corporation, hereby submits the following agreement of merger ("Agreement of Merger") and applicable officers' certificates, whereby TI Merger Sub, Inc., a California corporation, will merge with and into MGD Technologies Inc. (the "Merger").

1. Corporations. The names and places of incorporation of the corporations planning to merge pursuant to this Agreement of Merger are as follows:

- (a) MGD Technologies Inc., a California corporation ("MGD"); and
- (b) TI Merger Sub, Inc., a California corporation ("Merger Sub").

2. Surviving Corporation. MGD shall be the surviving corporation of the Merger (MGD is sometimes hereinafter referred to as the "Surviving Corporation"). The separate existence of Merger Sub shall cease upon the effective date of the Merger (the "Effective Date"). The Effective Date, as used herein, shall mean 11:59 p.m. (Pacific Daylight Time) on the date on which this Agreement of Merger has been duly filed with the Secretary of State of California. The Merger shall have the effects set forth in Section 1107 of the CGCL and all other effects specified in the CGCL.

3. Articles of Incorporation. The Articles of Incorporation of MGD upon the Effective Date shall be the Articles of Incorporation of the Surviving Corporation and shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the CGCL, except that Article I of the Articles of Incorporation of the Surviving Corporation shall be amended and restated to read as follows: "The name of this Corporation is Teledyne MGD, Inc."

4. Directors and Officers. The directors of Merger Sub immediately before the Effective Date will be the directors of the Surviving Corporation and the officers of Merger Sub immediately before the Effective Date will be the Surviving Corporation's officers.

5. Boards of Directors' Approval. The Boards of Directors of MGD and Merger Sub, respectively, have approved the terms of this Agreement of Merger.

6. Shareholders' Approval. The shareholders of MGD and Merger Sub, respectively, have approved the terms of this Agreement of Merger.

7. Effect on Capital Stock. At the Effective Date, by virtue of the Merger and without any further action on the part of MGD, Merger Sub or the shareholders of such entities:

(a) Capital Stock of Merger Sub. Each issued and outstanding share of capital stock of Merger Sub will be converted into and become one fully paid and nonassessable share of common stock of the Surviving Corporation.

(b) Conversion of MGD Common Stock. Each share of MGD Common Stock (the "Company Stock") issued and outstanding immediately prior to the Effective Date will be converted into the right to receive \$25.50 per share (the "Closing Date Merger Consideration"). After the Effective Time and until surrendered for payment, each Company Stock certificate and any uncertificated security (as defined in Section 191.1 of the CGCL) representing a share of Company Stock will represent only the right to receive the Closing Date Merger Consideration, without interest.

(c) Options. At the Effective Time, each option and warrant for purchase of Company Stock (the "Company Option") will be terminated and converted into the right to receive from the Surviving Corporation an amount of cash equal to the product of (i) the number of shares of Company Stock subject to the Company Option (which shall have been deemed to be fully vested and exercisable) and (ii) the excess, if any, of the Closing Date Merger Consideration over the exercise price per share of such Company Option (the "Option Consideration"), with no payment being required when the difference is not a positive number. The Board of Directors of the Company shall take any and all action necessary to effectuate the matters described herein on or before the Effective Time. Any amounts payable pursuant to this section shall be subject to any required withholding of taxes and shall be paid without interest.

(d) Treasury Shares. At the Effective Time, each share of Company Stock held in the MGD's treasury shall be cancelled without payment of any consideration.

8. Filing without Certificate of Satisfaction. In accordance with Section 1107.5 of the CGCL, (i) the articles of incorporation of Merger Sub were filed less than 60 days prior to the date of filing of the merger and (ii) the Surviving Corporation is a domestic corporation, and therefore, Merger Sub is not required to obtain a certificate of satisfaction from the Franchise Tax Board in connection with this Merger.

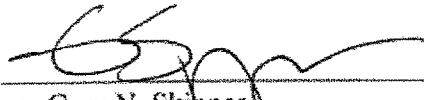
9. Further Assurances. Merger Sub and MGD shall, from time to time, take all such actions, and execute and deliver, or cause to be executed and delivered, all such instruments and documents, as may be deemed necessary or advisable to carry out the intent and purpose of the Merger.


10. Counterparts. This Agreement of Merger may be executed in two or more counterparts, all of which shall be deemed an original and all of which shall constitute but one and the same instrument.

[Signature page follows]


IN WITNESS WHEREOF, the duly authorized, undersigned officers execute the Agreement of Merger on behalf of their respective corporations on the date first written above.

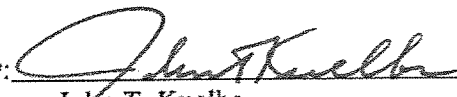
MGD Technologies Inc.

By: 
Name: Gary N. Skipper
Its: President and Secretary

By: 
Name: Steve Greene
Its: Chief Financial Officer, Treasurer
and Assistant Secretary

TI MERGER SUB, INC.

By: 
Name: Robert Mehrabian
Its: Chairman of the Board and Chief
Executive Officer

By: 
Name: John T. Kuelbs
Its: Executive Vice President, General
Counsel and Secretary

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

November 30, 2005

The undersigned certify that:

1. They are the Chairman of the Board and Chief Executive Officer and Executive Vice President, General Counsel and Secretary, respectively, of TI Merger Sub, Inc., a California corporation ("Merger Sub").
2. The Agreement of Merger in the form attached was duly approved by the board of directors of Merger Sub.
3. The principal terms of the Agreement of Merger in the form attached were approved by Merger Sub by a vote of the number of shares which exceeded the vote required.
4. Merger Sub has only one class of shares and the total number of outstanding shares entitled to vote on the Merger is 1,000.
5. The percentage vote required for the approval of the outstanding shares (as defined in Section 152 of the California General Corporation Law) was more than fifty percent.

The undersigned further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct to their own knowledge.

[Signature page follows]

Executed on November 30, 2005.



Robert Mehrabian
Chairman of the Board and Chief Executive
Officer



John T. Kuelbs
Executive Vice President, General Counsel
and Secretary

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

November 30, 2005

The undersigned certify that:

1. They are the President and Secretary and Chief Financial Officer, Treasurer and Assistant Secretary, respectively, of MGD Technologies Inc., a California corporation ("MGD").

2. The Agreement of Merger in the form attached was duly approved by the board of directors of MGD.

3. The principal terms of the Agreement of Merger in the form attached were approved by MGD by a vote of the number of shares which exceeded the vote required.

4. There is only one class of shares and the number of shares outstanding and entitled to vote on the Merger is 150,000.

5. The percentage vote required for the approval of the outstanding shares (as defined in Section 152 of the California General Corporation Law) was more than fifty percent.

The undersigned further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct to their own knowledge.

[Signature page follows]

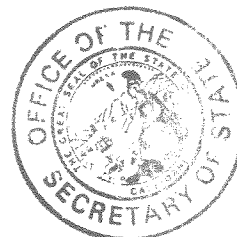
Executed on November 30, 2005.



Gary N. Skipper, President and Secretary



Steve Greene, Chief Financial Officer,
Treasurer and Assistant Secretary



Execution Copy

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is made by and between Teledyne MGD, Inc. a California corporation (the "Assignor") and Teledyne Isco, Inc., a Nebraska corporation (the "Assignee").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the following United States trademarks (the "Trademarks"):

Registration No./Serial No.	Title	Jurisdiction
2,734,847	ADFM	United States
78/468,597	ACCQMIN	United States

WHEREAS, Assignee is desirous of acquiring all of Assignor's entire right, title and interest in and to the Trademarks and the goodwill associated therewith, including its right to sue and collect for past infringement thereof.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, and intending to be legally bound hereby, Assignor does hereby sell, assign, transfer and set over unto Assignee its entire right, title and interest in and to the Trademarks and the goodwill associated therewith, including Assignor's right to sue for and collect damages and other recoveries for past infringement thereof, the same to be held and enjoyed by Assignee, its successors and assigns, as fully as the same would have been held and enjoyed by Assignor had this assignment not been made.

And for consideration aforesaid, Assignor agrees that it will, upon request, execute and deliver to Assignee any and all additional papers and generally do all other and further lawful acts deemed necessary by Assignee to record the assignment of the Trademarks and to otherwise carry out the terms of this Agreement.

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be executed this 5th day of May, 2006.

TELEDYNE MGD, INC.

By: 
Aldo Pichelli, President