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
H-B Instruments Company		05/30/2012	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Bel-Art Products
Street Address:	6 Industrial Road
City:	Pequannock
State/Country:	NEW JERSEY
Postal Code:	07444
Entity Type:	CORPORATION: NEW JERSEY

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4124167	DURAC
Registration Number:	3476379	DURAC
Registration Number:	1300294	DURAC
Registration Number:	2472500	EASY READ
Registration Number:	1866260	ENVIRO-SAFE
Registration Number:	2081097	FRIO-TEMP
Serial Number:	85480213	НВ
Registration Number:	1904216	НВЕ

CORRESPONDENCE DATA

900224411

Fax Number: 9735972400

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Email: lstrademark@lowenstein.com

Correspondent Name: Lowenstein Sandler
Address Line 1: 65 Livingston Avenue

TRADEMARK REEL: 004791 FRAME: 0360 749/167

CH \$215.00

Address Line 4: Roseland, NEW JERSEY 07068		
ATTORNEY DOCKET NUMBER:	B2312/1	
NAME OF SUBMITTER:	Lawrence A. Weinstein	
Signature:	/Lawrence A. Weinstein/	
Date:	05/30/2012	
Total Attachments: 6 source=HB Instruments - Trademark Assignment Agreement#page1.tif source=HB Instruments - Trademark Assignment Agreement#page2.tif source=HB Instruments - Trademark Assignment Agreement#page3.tif source=HB Instruments - Trademark Assignment Agreement#page4.tif source=HB Instruments - Trademark Assignment Agreement#page5.tif source=HB Instruments - Trademark Assignment Agreement#page6.tif		

TRADEMARK REEL: 004791 FRAME: 0361

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "<u>Assignment</u>") is dated as of May 30, 2012 (the "<u>Effective Date</u>") by H-B Instruments Company, a Pennsylvania corporation (the "<u>Assignor</u>"), for the benefit of Bel-Art Products, a New Jersey corporation (the "<u>Assignee</u>"). All capitalized terms used herein but not otherwise defined shall have the meanings given them in the Asset Purchase Agreement (as defined below).

WHEREAS, the Assignor and the Assignee have entered into a certain Asset Purchase Agreement, dated as of the date hereof (the "<u>Purchase Agreement</u>"); and

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to transfer, contribute and assign to the Assignee all of the Assignor's right, title and interest in and to the Assignor's registered and unregistered trademarks and/or trade names existing as of the Effective Date, including, without limitation, those set forth on the attached <u>Schedule A</u> hereto, together with the goodwill of the business associated therewith (collectively, the "<u>Marks</u>").

NOW, THEREFORE, in consideration of the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- 1. The Assignor hereby irrevocably assigns to the Assignee: (i) all of the Assignor's right, title, and interest in and to the Marks, together with the goodwill of the business associated therewith; (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Marks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, and payments accruing on or after the Effective Date with respect to the Marks, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives. Assignor agrees to give Assignee and/or any person designated by Assignee all reasonable assistance that may be required to perfect the rights granted herein.
- 2. The Assignor agrees not to use (and to terminate and discontinue all use of) the terms contained in the Marks and any terms similar thereto in any domain name, domain name registration, trademark, service mark, trade name, company name, legal name, fictitious business name, logo, and any other indicator of origin, with regard to itself and any business or entity at any time owned or controlled by Assignor.
- 3. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

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- 4. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective executors, heirs, personal representatives, successors and assigns.
- 5. No provision of this Assignment is intended to confer upon any Person other than the parties hereto and their respective executors, heirs, personal representatives, successors and assigns any rights or remedies hereunder.
- 6. This Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of New Jersey, without giving effect to any choice of Law or conflicts of Laws rules or provision (whether of the State of New Jersey or any other jurisdiction) that would cause the application of the Laws of a jurisdiction other than the State of New Jersey.

[Signature page follows]

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H-B Instruments Company	
(Assignor/Grantor)	
By: Mideral Messell	
Name: Edward Hepresell	
Title: President &	
Date:	
STATE OF PA) SS:	
COUNTY OF Montgomery)	
County aforesaid, personally appeared <u>Edwar</u>	undersigned, a Notary Public for the State and Hiergesell, known to me or proved to the person whose name is subscribed to the above the same. Notary Public
BEL-ART PRODUCTS (Assignee/Grantee)	COMMONWEALTH OF PENNSYLVANIA Notarial Seal Sherri X. Russo, Notary Public Collegeville Boro, Montgomery County
By:	My Commission Expires June 5, 2015
Name:	
Title:	
Date:	
STATE OF) SS: COUNTY OF)	
COUNTY OF)	
On, 2012, before the County aforesaid, personally appeared me on the basis of satisfactory evidence to be t assignment, and acknowledged that she execute	undersigned, a Notary Public for the State and , known to me or proved to he person whose name is subscribed to the above d the same.
	(Notary Public)

Signature page to Trademark Assignment

H-B Instruments Company

(Assignor/Grantor)

Ву:	_
Name:	-
Title:	_
Date:	<u>-</u>
STATE OF)) SS:	
COUNTY OF)	
County aforesaid, personally appeared	the undersigned, a Notary Public for the State and , known to me or proved to be the person whose name is subscribed to the above sted the same.
	(Notary Public)
	(ivotaly I ubile)
BEL-ART PRODUCTS (Assignee/Grantee)	
By: desident Title: President	VONDA K. PRUITT NOTARY PUBLIC COMMONWEALTH OF VIRGINIA 7048207 My commission expires Wy commission expires
Title: Prosident	My commission expires V
Date: 5/29/12	
STATE OF VA) SS:	
COUNTY OF Accornack)	
County aforesaid, personally appeared <u>the</u>	
	Vonda Korkitur
	(Notary Public)

Signature page to Trademark Assignment

TRADEMARK

REEL: 004791 FRAME: 0365

SCHEDULE A

Jurisdiction	Mark	App. No. and Filing Date	Reg. No. and Reg. Date
United States	DURAC	85/248,464	4,124,167
		February 22, 2011	April 10, 2012
United States	DURAC	77/360735	3,476,379
		December 28, 2007	July 29, 2008
United States	DURAC	73/431,312	1,300,294
		June 21, 1983	October 16, 1984
United States	EASY READ	75/678,109	2,472,500
		April 8, 1999	July 24, 2001
Germany	ENVIRO-SAFE	2905405	2905405
		June 18, 1994	May 3, 1995
United States	ENVIRO-SAFE	74/357,791	1,866,260
		February 11, 1993	December 6, 1994
Germany	FRIO-TEMP	39628058	39628058
		June 26, 1996	February 18, 1997
United States	FRIO-TEMP	75/083,458	2,081,097
		April 4, 1996	July 22, 1997
United States		85/480,213	N/A
		November 23, 2011	
United Kingdom	— ;НВЕ	1582657	1582657
		August 24, 1994	February 2, 1996

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United States	—АВЕ	74/507,586	1,904,216
States	Y III.	March 31, 1994	July 11, 1995

RECORDED: 05/30/2012

TRADEMARK REEL: 004791 FRAME: 0367