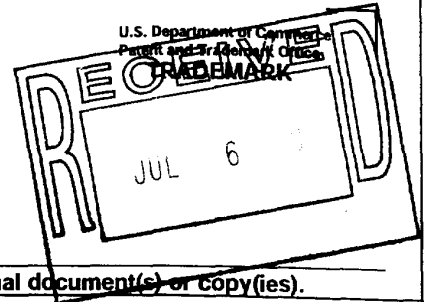


07-15-1998



100765365

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY



7-6-98

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

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FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 50.00 OP

90E

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to  
 Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231  
 REEL: 1753 FRAME: 0268

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

GEORGE W. TUTTLE

06301998

Name of Person Signing

Signature

Date Signed

## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Trademark Assignment") is made as of the 18th day of June 1998, by **Micronetics Design Corporation**, a Maryland corporation ("MDC") and **BDR, Inc.**, a Maryland corporation ("BDR") (MDC and BDR are referred to collectively as "Assignor"), and consented to by **InterSystems Corporation**, a Massachusetts corporation (the "Assignee").

### RECITALS

A. Assignor is the owner of the trademarks and service marks listed on Appendix A attached hereto (collectively, "Trademarks"), and of all foreign and United States registrations and applications for registration with respect to the Trademarks indicated in Appendix A.

B. As of the date hereof, Assignor and Assignee have entered into an Asset Purchase Agreement (the "Purchase Agreement"), whereby Assignor has sold, granted, assigned, transferred, conveyed and delivered to Assignee all of Assignor's right, title and interest in and to the Trademarks in the United States, its territories and possessions, and throughout the world, together with the goodwill associated therewith, and all of Assignor's other United States and foreign trademarks and service marks, and registrations and applications therefor.

C. This Trademark Assignment is delivered by Assignor to the Assignee pursuant and subject to and in accordance with the terms and conditions of the Purchase Agreement. All terms used and not otherwise defined in this Trademark Assignment are defined in the Purchase Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** Assignor hereby sells, grants, assigns, transfers, conveys and delivers to Assignee its entire right, title and interest in, to and under the Trademarks together with the goodwill associated therewith, in the United States and throughout the world, and all foreign and United States registrations and applications to register the Trademarks, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for damages, and collect the same for its own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

2. **Further Assistance.** Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and reasonable expense (except for subparagraph (d) below, which shall be at the expense of Assignor) (including the execution and delivery of any and all affidavits, declarations, oaths, assignments, powers of attorney, exhibits, specimens or other documentation as may be reasonably required):

(a) in the preparation, maintenance and prosecution of any applications or registrations or any applications for renewal of registrations covering the Trademarks in the United States and throughout the world;

(b) in the prosecution or defense of any oppositions, cancellations, interferences, infringement suits, or other proceedings that may arise in connection with the Trademarks anywhere in the world, including, but not limited to, testifying as to any facts relating to the Trademarks assigned herein and to this Trademark Assignment;

(c) in obtaining any additional trademark, service mark or tradename protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or throughout the world; and

(d) in the perfection of Assignor's title to the Trademarks and the assignment of such Trademarks to Assignee under this Trademark Assignment.

3. Intentionally Omitted.

4. **Consent of Assignee.** Assignee hereby acknowledges and consents to the assignment by Assignor to Assignee of all of its right, title and interest in the Trademarks pursuant to this Trademark Assignment.

5. **Rights and Obligations.** Nothing contained herein is intended to or shall expand, limit or otherwise modify any rights or obligations of any of the parties under the Purchase Agreement.

6. **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed given: (a) upon receipt if delivered personally (unless subject to clause (b)) or if mailed by registered or certified mail receipt requested, postage prepaid; (b) at noon on the business day after dispatch if sent by a nationally recognized overnight courier; or (c) upon the completion of transmission (which is confirmed by telephone or by a statement generated by the transmitting machine) if transmitted by telecopy or other means of facsimile which provides immediate or near immediate transmission to compatible equipment in the possession of the recipient, in any case to the parties at the following addresses or telecopy number (or at such other address or telecopy number for a party as will be specified by like notice):

To the Assignor:  
(The parties hereby agree  
that notice properly  
given to Micronetics  
Design Corporation  
shall constitute proper  
notice to each and  
every Assignor)

Richard T. May  
5718 Avery Park Drive  
Rockville, MD 20855  
Telephone: 301-977-5061  
Facsimile: 301-977-6305

and to:

Bernard P. Schoch  
5 Meyer Point Fort  
Potomac, MD 20854  
Telephone: 301-365-0717  
Facsimile: 301-365-3290

and to:

David J. Marcus  
7920 Lakenheath Way  
Potomac, MD 20854  
Telephone: 301-299-9081  
Facsimile: 301-299-9083

With a copy to:

Covington & Burling  
1201 Pennsylvania Avenue, N.W.  
P. O. Box 7566  
Washington, DC 20044-7566  
Attn: Michael E. Cutler, Esq.  
Telephone: (202) 662-6000  
Facsimile: (202) 662-6291

To the Assignee:

InterSystems Corporation  
One Memorial Drive  
Cambridge, MA 02142  
Attn: George Peterson  
Telephone: (617) 621-0600  
Facsimile: (617) 225-3082

With a copy to:

Sherburne, Powers & Needham, P.C.  
One Beacon Street  
Boston, MA 02108  
Attn: Lawrence D. Bradley, Esq.  
Telephone: (617) 523-2700  
Facsimile: (617) 523-6850

7. **Governing Law; Jurisdiction.** This Trademark Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to the conflict of laws rules of any jurisdiction. Each of the parties irrevocably submits in any suit, action or proceeding arising out of or relating to this Trademark Assignment to the personal jurisdiction of the courts of the Commonwealth of Massachusetts and the United States District Court in Boston, as well as to the jurisdiction of all courts from which an appeal may be taken. Each party expressly and irrevocably waives any claim or defense in any action or proceeding based on any alleged lack of personal jurisdiction, improper venue, forum non conveniens or any similar basis.

8. **Waiver of Jury Trial.** Each party hereto hereby irrevocably waives any and all right to a trial by jury in any legal proceeding arising out of or relating to this Trademark Assignment.

9. **Word Meanings.** The words such as "herein," "hereinafter," "hereof" and "hereunder" refer to this Trademark Assignment as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural, and vice versa, and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires.

10. **Severability.** Any provision of this Trademark Assignment which is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Trademark Assignment invalid, illegal or unenforceable in any other jurisdiction. The language in this Trademark Assignment is acknowledged by the parties hereto to be language chosen by the parties to express their mutual consent, and no rule of strict construction against either party shall apply to any term or provision hereof.

11. **Amendment.** This Trademark Assignment may be amended or modified only by a written instrument executed by Assignor and Assignee.

12. **Successors and Assigns.** This Trademark Assignment shall be binding upon, and inure to the benefit of, both parties and their respective successors, assigns and legal representatives, including any corporation with which, or into which, Assignee may be merged or which may succeed to its assets or business.

13. **Delay; Omissions.** No delay or omission by either party in exercising any right under this Trademark Assignment shall operate as a waiver of that or any other right. A waiver or consent given by either party on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

14. **Captions.** The captions of the sections of this Trademark Assignment are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Trademark Assignment.

15. **Counterparts.** This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same document. A copy or facsimile of a signature shall be binding upon the signatory as if it were an original signature.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed as of the day and year first above written.

**MICRONETICS DESIGN CORPORATION**

By: *Richard May*

Title: *PRESIDENT*

STATE OF *District of Columbia*

\_\_\_\_\_, ss.

*June 18*, 1998

Then personally appeared before me the above-named *Richard May* and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Micronetics Design Corporation.

*Wanda Walker*  
Notary Public

Wanda Walker

Notary Public, District of Columbia

My Commission Expires ~~My~~ My Commission Expires July 14, 2000

**BDR, INC.**

By: *[Signature]*

Title: *PRESIDENT*

~~STATE OF~~ *District of Columbia*

\_\_\_\_\_, ss.

*June 18*, 1998

Then personally appeared before me the above-named *Richard May* and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of BDR, Inc.

*Wanda Walker*

Notary Public  
My Commission Expires: **Notary Public, District of Columbia**  
My Commission Expires July 14, 2000

**INTERSYSTEMS CORPORATION**

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

\_\_\_\_\_, ss.

\_\_\_\_\_, 1998

Then personally appeared before me the above-named \_\_\_\_\_ and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of InterSystems Corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



**BDR, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

\_\_\_\_\_, ss.

\_\_\_\_\_, 1998

Then personally appeared before me the above-named \_\_\_\_\_ and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of BDR, Inc.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**INTERSYSTEMS CORPORATION**

By: Phillip T. Ragan

Title: President

STATE OF Massachusetts

Suffolk, ss.

June 17, 1998

Then personally appeared before me the above-named Phillip T. Ragan and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of InterSystems Corporation.

Lawrence Bradley  
Notary Public

My Commission Expires: 10/9/03

APPENDIX A

Federal Trademark Applications Filed

Micronetics (Serial No. 75388496)

Mscript (Serial No. 75281804)

PDQ Web (Serial No. 75208679)

Other Trademarks

MSM

Corporate Logo

Micronetics Design Corporation

Micronetics Consulting

307208.1