

07-20-2000

FORM PTO- 161 8A

Expires 06/30/99
OMB 0651-0027



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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COMPLIANCE

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

6.21.00

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

Submission Type

- New
- Resubmission (N on - 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)

- 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

FOR OFFICE USE ONLY

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01 FC:481
02 FC:482

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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

TRADEMARK
REEL: 002104 FRAME: 0983

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)		
<input type="text" value="75/041,421"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2118155"/>	<input type="text" value="2162719"/>	<input type="text" value="1985319"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1480592"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

PHILIP SUMMA

6/19/2000

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF TRADEMARKS

THIS AGREEMENT effective as of the 31st day of May, 2000, is made by and between CEM Corporation, a North Carolina corporation (hereinafter referred to as "ASSIGNOR"), and CEM Limited, L.L.C., a North Carolina limited liability company (hereinafter referred to as "ASSIGNEE"); and

WHEREAS, ASSIGNOR is a provider of microwave-based instrumentation for analytical chemistry and process control applications, and

WHEREAS, ASSIGNOR has adopted, owns, and is using the following trademarks for which Assignor owns the following identified federal registrations on the Principal Register of the U.S. Patent and Trademark Office, or applications for such federal registration, for the goods and/or services identified therein ("the Marks"):

1) Reg. No. 2118155 for the mark CEM STAR SYSTEM 6[®] for microwave oven for use in sample preparation and organic synthesis used in the field of organic and inorganic chemistry, in International Class 9; and

2) Reg. No. 2162719 for the mark MARS 5[®] for microwave units for laboratory use in preparing organic and inorganic samples for material composition analysis, in International Class 9; and

3) Reg. No. 1985319 for the mark CUSTOMERCARE PLUS[®] for providing extended warranty contracts for service and repair of laboratory equipment, in International Class 36; and

4) Reg. No. 1480592 for the mark CEM[®] for scientific instrumentation, comprising microwave based instruments for testing samples and parts thereof, and consumable supplies comprising vessels for sample digestion and pads for weighing samples, in International Class 9; and

5) Application Serial No. 75-041,421 filed January 11, 1996 for the mark CEM STAR SYSTEM 6[™] and Design, for microwave instrument for sample preparation and organic synthesis in International Class 9; and

WHEREAS, ASSIGNEE desires to acquire all rights, title, and interest in and to the marks, to Reg. Nos. 2118155, 2162719, 1985319, and 1480592, and to pending application Serial No. 75-041,421 and to the goodwill therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and

interest, associated goodwill, and all rights of action against third parties ASSIGNOR may have in the marks; together with the rights in Reg. Nos. 2118155, 2162719, 1985319, and 1480592, and to any renewals and extensions of such marks; which interest and rights shall be held and enjoyed by ASSIGNEE as fully and entirely as the same would be held by ASSIGNOR to the full end of the term of the federally registered marks or any renewal and extension thereof which may be granted;

AND, ASSIGNOR agrees to provide all assistance reasonably requested by ASSIGNEE in the establishment, preservation, and enforcement of its mark, such assistance to be provided at ASSIGNEE's expense but without any additional compensation to ASSIGNOR;

AND, ASSIGNOR hereby warrants and covenants that it has the full power and authority to convey all right, title, and interest in the federal registrations for the Marks herein assigned, transferred, or sold to ASSIGNEE, and that it has not executed and will not execute any agreement in conflict herewith.

This agreement constitutes the entire agreement between ASSIGNOR and ASSIGNEE. Any amendment, waiver, or discharge of this agreement and any terms, provisions, conditions or breaches hereof, shall be made only in writing signed by both parties hereto.

WHEREAS, this agreement shall be governed and construed under the laws of the state of North Carolina, U.S.A.

IN WITNESS WHEREOF, each of the parties has executed and sealed this Agreement on the day and date set forth beside its name.

This 31 day of May, 2000

ASSIGNOR
CEM CORPORATION

By: Michael J. Collins
Name: Michael J. Collins
Title: President

This 31 day of May, 2000

**ASSIGNEE
CEM LIMITED, L.L.C.**

By: *Michael J. Collins*
Name: Michael J. Collins
Title: President

Subscribed and sworn to before me, a Notary Public of the state of North Carolina, this
31st day of May, 2000.

Betty A. Robins
Notary Public

SEAL

My Commission expires: 4-28-03