

FORM PTO-1618a  
Expires 06/30/99  
OMB 0651-0027

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

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

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

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| <b>Submission Type</b><br><input checked="" type="checkbox"/> New<br><br><input type="checkbox"/> Resubmission (Non-Recordation)<br>Document ID# _____<br><br><input type="checkbox"/> Correction of PTO Error<br>Reel # _____ Frame # _____<br><br><input type="checkbox"/> Corrective Document<br>Reel # _____ Frame # _____ | <b>Conveyance Type</b><br><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> License<br><br><input type="checkbox"/> Security Agreement <input type="checkbox"/> Nunc Pro Tunc Assign.<br>Effective Date _____<br>Month Day Year<br><br><input type="checkbox"/> Merger<br><br><input type="checkbox"/> Change of Name<br><br><input type="checkbox"/> Other: _____ |
|--|--|

**Conveying Party**       Mark if additional names of conveying parties attached

Name: Automated Analysis Corporation      Execution Date 11/27/00  
Month Day Year

Formerly: \_\_\_\_\_

Individual     General Partnership     Limited Partnership     Corporation     Association

Other: \_\_\_\_\_

**Citizenship/State of Incorporation/Organization:** Michigan

**Receiving Party**       Mark if additional names of receiving parties attached

Name: Comet Acoustics, Inc.

DBA/AKA/TA: \_\_\_\_\_

Composed of: \_\_\_\_\_

Address (line 1): 47785 Anchor Court

Address (line 2): \_\_\_\_\_

Address (line 3): Plymouth      Michigan      48170  
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 U.S., an appointment of  
a domestic representative should be  
attached (separate document from  
Assignment)

Corporation     Association

Other: \_\_\_\_\_

**Citizenship/State of Incorporation/Organization:** Delaware

For Office Use Only

**TRADEMARK**

**Domestic Representative Name and Address**

Enter for the First Receiving Party Only.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

**Correspondent Name and Address**

Area Code and Telephone Number: (919) 854-1400

Name: F. Michael Sajovec, Esq.

Address: Myers Bigel Sibley & Sajovec, P.A.

Address: P.O. Box 37428

Address: Raleigh, NC 27627

Address: \_\_\_\_\_

Pages **Enter the total number of pages of the attached conveyance document including any attachments** # 5

**Trademark Application Number(s) or Registration Number(s)**  Mark if additional numbers attached

*Enter either the Application Number or the Registration Number (DO NOT ENTER BOTH)*

**Trademark Application Number(s):**

**Registration Number(s):**

1,763,642      1,917,746      1,917,747

**Number of Properties**

Enter the total number of properties involved: # 3

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$ 90.00

Method of Payment:     Enclosed       Deposit Account # 50-0220

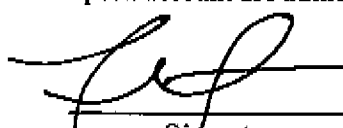
Authorization to charge additional fees:     Yes       No

**Statement of 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.

F. Michael Sajovec

Name of Person Signing



Signature

8/30/01

Date Signed

## TRADEMARK ASSIGNMENT

WHEREAS, AUTOMATED ANALYSIS CORPORATION, a corporation of the State of Michigan, having a principal place of business at 2805 South Industrial, Suite 100, Ann Arbor, Michigan (hereinafter referred to as "ASSIGNOR"), is the exclusive and record owner of the entire right, title and interest in and to the Trademarks COMET, COMET ACOUSTIC, and COMET/VISION and the corresponding Trademark Registrations therefor set forth in Schedule A;

WHEREAS, COMET ACOUSTICS, INC., a corporation of the State of Delaware, having a principal place of business at 47785 Anchor Court, Plymouth, Michigan 48170 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the Trademarks COMET, COMET ACOUSTIC, and COMET/VISION, the corresponding Trademark Registrations therefor, and all rights attendant thereto set forth in Schedule A;

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby assign, transfer and sell unto said ASSIGNEE all of its rights, title and interest in and to the Trademarks COMET, COMET ACOUSTIC, and COMET/VISION and the corresponding Trademark Registrations therefor set forth in Schedule A, together with the goodwill of the business appurtenant to and symbolized by said Trademarks, and all rights of action against third parties for past infringement thereof, the same to be held and enjoyed by said ASSIGNEE as fully and entirely as the same would have been held by ASSIGNOR had this transfer, assignment and sale not been made.

ASSIGNOR hereby warrants and covenants that it has the full power and authority to convey the rights, title and interests herein assigned, transferred and sold to ASSIGNEE, that it has not executed and will not execute any agreement in conflict herewith, and that it will execute any and all other instruments which may be necessary to perfect and evidence ASSIGNEE's ownership of the property and rights herein conveyed.

This Agreement sets forth the entire agreement and understanding between ASSIGNOR and ASSIGNEE as to the subject matter of this Agreement and supersedes and cancels all previous agreements, negotiations, commitments and representations in respect thereto, and may

not be modified in any manner, except by an instrument in writing signed by authorized representatives of ASSIGNOR and ASSIGNEE.

This Agreement shall be binding upon ASSIGNOR and its successors, assigns, parents, subsidiaries, affiliates, transferees, franchisees, licensees, and legal representatives.

This Agreement shall be interpreted and construed under the laws of the State of Michigan.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE, intending to be legally bound, have caused this to be executed by their duly authorized officers.

AUTOMATED ANALYSIS CORPORATION

By: William J. Gaudin

Title: CEO

Date: 11/27/00

COMET ACOUSTICS, INC.

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

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

Date: \_\_\_\_\_

not be modified in any manner, except by an instrument in writing signed by authorized representatives of ASSIGNOR and ASSIGNEE.

This Agreement shall be binding upon ASSIGNOR and its successors, assigns, parents, subsidiaries, affiliates, transferees, franchisees, licensees, and legal representatives.

This Agreement shall be interpreted and construed under the laws of the State of Michigan.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE, intending to be legally bound, have caused this to be executed by their duly authorized officers.

AUTOMATED ANALYSIS CORPORATION

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

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

Date: \_\_\_\_\_

COMET ACOUSTICS, INC.

By: [Signature]

Title: SVP

Date: 11/28/00

**SCHEDULE A****U.S.**

Trademark: COMET  
Serial Number: 74/239,795  
Registration No.: 1,763,642  
Registered: April 6, 1993  
Int. Class: 09

Trademark: COMET/ACOUSTICS  
Serial Number: 74/553,704  
Registration No.: 1,917,746  
Registered: September 12, 1995  
Int. Class: 09

Trademark: COMET/VISION  
Serial Number: 74/553,705  
Registration No.: 1,917,747  
Registered: September 12, 1995  
Int. Class: 09

**Austria**

Trademark: COMET  
Registration No.: 162.129  
Registered: March 1, 1996

Trademark: COMET/VISION  
Registration No.: 163.130  
Registered: March 1, 1996

**England**

Trademark: COMET  
Registration No.: 2009825  
Registered: February 3, 1995

**France**

Trademark: COMET  
Registration No.: 95/561.697  
Registered: August 11, 1995

**Schedule A Continued**

Trademark: COMET/ACOUSTICS  
Registration No.: 95/555.712  
Registered: July 7, 1995

Trademark: COMET/VISION  
Registration No.: 95/555.711  
Registered: January 25, 1995

**Germany**

Trademark: COMET  
Registration No.: 395-04-924.5  
Registered: March 20, 1998

Trademark: COMET/ACOUSTICS  
Registration No.: 395-04-038.5  
Registered: October 11, 1995

\* Trademark: COMET/VISION  
Registration No.: 395-04-937.7  
Registered: October 11, 1995

**Japan**

Trademark: COMET  
Serial No.: 706,155  
Registration No.: 4,050,859  
Registered: August 29, 1997  
Int. Class: 09

Trademark: COMET ACOUSTICS  
Serial No.: 706,157  
Registration No.: 4,334,615  
Registered: January 25, 1995  
Int. Class: 09

Trademark: COMET/VISION  
Serial No.: 706,156  
Registration No.: 4,334,614  
Registered: January 25, 1995  
Int. Class: 09