

12-14-2001

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 03/31/2002) Tab settings



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 11.14.01 Rainin Instrument Co., Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Massachusetts [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: Rainin Instrument, LLC Internal Address: Street Address: 5400 Hollis St. City: Emeryville State: CA Zip: 94608 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [x] Other Delaware limited liability company If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [x] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [x] No

3. Nature of conveyance: [x] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: October 12, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s)

B. Trademark Registration No.(s) 18878840; 2192962; 2145346; 2328097; 1164441

Additional number(s) attached [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kenneth Rainin Internal Address:

Street Address: 5400 Hollis St. City: Emeryville State: CA Zip: 94608

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$ 440 [x] Enclosed [] Authorized to be charged to deposit account

8. Deposit account number: 08-2665

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Kenneth Rainin Name of Person Signing

[Signature] Signature

October 12, 2001 Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

12/14/2001 JJALLAH2 00000001 2192962

01 FC:481 40.00 DP 02 FC:482 100.00 DP

12/14/2001 JJALLAH2 0015111000 Name/Number: 2192962 FC: 704

TRADEMARK REEL: 002408 FRAME: 0148

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of the 12th day of October, 2001, by RAININ INSTRUMENT COMPANY, INC., a Massachusetts corporation ("Assignor") to RAININ INSTRUMENT, LLC, a Delaware limited liability company ("Assignee").

Recitals

A. Assignor has adopted, is using and owns the names, logos and phrases listed in Schedule I attached hereto, and translations of such names, logos and phrases and designs incorporating such names, logos and phrases (collectively, the "Marks").

B. Assignee desires to acquire the Marks and the goodwill of the business associated therewith and all registrations and applications therefor.

Agreement

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and transfers to Assignee all right, title and interest in, to and under the Marks and the goodwill of the business symbolized thereby and associated therewith (including the entire business or portion thereof to which the Marks pertain as required by 15 U.S.C. § 1060 with respect to those Marks that are the subject of intent to use applications in the United States) and all registrations of and applications to register the Marks, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for damages, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors and assigns.

2. Further Assurances.

a. Assignor, at Assignor's expense, agrees to execute, acknowledge and deliver assignments of the Marks and all applications and registrations therefore on appropriate forms to satisfy applicable statutory and regulatory requirements. Such assignments shall be on such forms as may be prescribed by the applicable agency or authority or, in the absence of any such requirements, as may be appropriate under the circumstances. Assignor, at Assignee's expense, agrees to take all such other action as may be necessary, advisable and appropriate to implement, register, perfect or otherwise notify all appropriate governmental agencies and authorities of the assignment contained herein.

b. Assignor shall provide Assignee cooperation and assistance at Assignee's expense (including the execution and delivery of any and all affidavits, declarations, oaths, assignments, powers of attorney, assignment documents, exhibits, specimens or other documentation as may be reasonably required):

i. in the preparation and prosecution of any applications for registration or any applications for renewal of registrations covering any of the Marks; and

ii. in the prosecution or defense of any oppositions, interferences, infringement suits, or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment.

3. Binding Effect. This Assignment shall be binding upon Assignor and inure to the benefit of Assignee and their respective successors and assigns.

[Remainder of page intentionally left blank]

Executed as of the date first set forth above.

ASSIGNOR:

RAININ INSTRUMENT COMPANY,
INC., a Massachusetts corporation

By: Kenneth Rainin
Kenneth Rainin, President

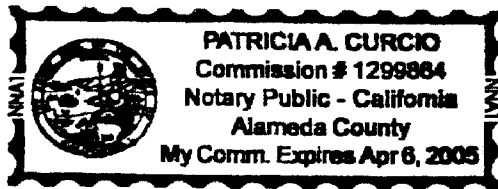
ASSIGNEE:

RAININ INSTRUMENT, LLC
a Delaware limited liability company

By: Kenneth Rainin
Kenneth Rainin, President

STATE OF California)
) ss.
COUNTY OF Alameda)

The foregoing instrument was acknowledged before me this 13th day of November, 2001, by KENNETH RAININ, President of RAININ INSTRUMENT COMPANY, INC., a Massachusetts corporation, on behalf of the corporation.

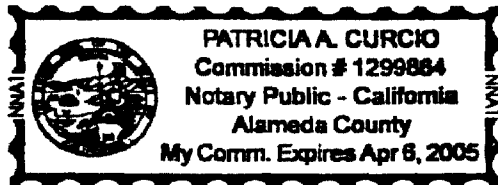


[NOTARIAL SEAL]

Patricia A. Curcio
Notary Public

STATE OF California)
) ss.
COUNTY OF Alameda)

The foregoing instrument was acknowledged before me this 13th day of November, 2001, by KENNETH RAININ, President of RAININ INSTRUMENT, LLC, a Delaware corporation, on behalf of the corporation.



[NOTARIAL SEAL]

Patricia A. Curcio
Notary Public

[TRADEMARK ASSIGNMENT (REGISTERED)]

SCHEDULE I

Registered Trademarks:

GREEN-PAK®

Registration No. 18878840

FINEPOINT®

Registration No. 2192962

PIPET-PLUS®

Registration No. 2145346

RAININ®

Registration No. 2328097

GLASS MASTER®

Registration No. 1164441