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02-27-2003

Form PTO-1594 (Rev. 10/02)

FINANCE SECTION RECORDS TRADE



DEPARTMENT OF COMMERCE Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings

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

1. Name of conveying party(ies):

EG&G Berthold (tradename of Berthold GmbH & Co. KG)

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other German limited partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: November 10, 2000

2. Name and address of receiving party(ies)

Name: Berthold Technologies GmbH & Co. KG

Internal

Address:

Street Address: Calmbacher Straße 22

City: Bad Wildbad State: Germany Zip: 75323

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State

Other German limited partnership

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,268,158

Additional number(s) attached Yes No

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

Name: Andrew S. Neely, Esq.

Internal Address:

Street Address: PO Box 1871

City: Knoxville State: TN Zip: 37901

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

122355

(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.

Robert O. Fox

Name of Person Signing

Signature

02-18-2003 Date

Total number of pages including cover sheet, attachments, and document: 18

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

02/26/2003 BT0M11 00000114 2268158

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40.00 OP

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant: Berthold Technologies GmbH & Co. KG
Registration No.: 2,268,158
Issued: August 10, 1999
Mark: NIGHTOWL

POWER OF ATTORNEY AND APPOINTMENT OF DOMESTIC REPRESENTATIVE

Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

Sir:

Berthold Technologies GmbH & Co. KG, the Registrant by virtue of assignment, by the undersigned, hereby revokes all previous powers of attorney and appointments and appoints Andrew S. Neely, Mark S. Graham, Robert O. Fox, David E. LaRose, Geoffrey D. Kressin, Richard W. Barnes, Jr., Michael E. Sellers, Mark P. Crockett, J. David Gonce, and Michael T. Lukon (all members of the Bar of the State of Tennessee), with full power of substitution and revocation, to transact all business in the U.S. Patent and Trademark Office connected with Registration No. 2,268,158, and to serve as Registrant's representatives upon whom notices or process in proceedings affecting this mark may be served.

Registrant further requests that all correspondence in respect to this registration be directed to Andrew S. Neely, LUEDEKA, NEELY & GRAHAM, P.C. (Customer No. 000408), P.O. Box 1871, Knoxville, TN 37901, (865) 546-4305.

Berthold Technologies GmbH & Co. KG

Date: Jan. 31, 2003


Hans Josef Oberhofer, Managing Director

57290.MI-poweratty.doc

ASSET SALE AND PURCHASE AGREEMENT

BETWEEN

BERTHOLD GMBH & CO. KG

Calmbacher Straße 22

75323 Bad Wildbad

Germany

AND

BERTHOLD TECHNOLOGIES GMBH & CO. KG

König-Karl-Str. 49

75323 Bad Wildbad

Germany

November 10, 2000

ASSETS SALE AND PURCHASE AGREEMENT

This Assets Transfer Agreement (the "*Agreement*") is entered into as of November 10, 2000, by and between **Berthold GmbH & Co. KG**, a German limited partnership registered with the commercial register of Lower Court Calw under HR A 603 and its principal office in Bad Wildbad, Germany ("*Seller*"); and **Berthold Technologies GmbH & Co. KG**, a German limited partnership registered with the commercial register of Lower Court Calw under HR A 991 and its principal office in Bad Wildbad, Germany ("*Buyer*").

BACKGROUND

Seller owns certain assets and conducts a business in Germany comprising the production and distribution of products relating to process control, radiation protection and life sciences (the "*Products*"), including (i) systems for non-contact monitoring of process parameters such as density, level, moisture and bulk flow, and analyses for pickling acid, sulphur content or ash content; (ii) instruments and systems for the detection of radioactive contaminations, dose rate monitoring and activity measurement and for the monitoring of airborne activity concentrations; and (iii) measuring instruments for laboratory analysis, for biological and medical research, as well as for clinical laboratories identifying and quantifying traces of labelled substances (e.g. hormone determination or gene analysis) (collectively the "*Business*"). Seller distributes the Products in France through Berthold France S.A., in Belgium through PerkinElmer Belgium NV/SA, in Austria through PerkinElmer Vertriebs Ges. mbH (the "*Austrian Business*"), in Switzerland through PerkinElmer (Schweiz) AG (the "*Swiss Business*") and in the United States through PerkinElmer Instruments, Inc. (the "*U.S. Business*"). The Business does not include assets owned by Seller relating to the so-called IRAS business conducted by Seller in Germany which includes the following business lines: Signal Recovery, ORTEC (Par), EChem. Furthermore the Business does not include the assets owned by Seller relating to the PerkinElmer Analytical Instruments business, the 100 % share held by Seller in PerkinElmer Optoelectronics GmbH with its seat in Wiesbaden, registered with the Lower Court Wiesbaden under HR B 8055, and all land and buildings owned by Seller in Wenzel-Jaksch-Strasse in 65199 Wiesbaden.

Dokument: ASSETS TRANSFER AGREEMENT
160628 [FRA 3FX%02!]

TRADEMARK
REEL: 002678 FRAME: 0942

Buyer wishes to acquire, and Seller wishes to sell and transfer to Buyer, the assets relating to or used in the Business (excluding the Excluded Assets as defined in Art. 1 (2) below) and all of the business and goodwill related thereto including the company name, subject to the assumption by Buyer of certain liabilities, all upon the terms and conditions hereinafter set forth. Buyer also wishes to acquire the shares in Berthold France S.A. and in PerkinElmer Belgium NV/SA, and the assets and liabilities relating to the Austrian, the Swiss and the U.S. Business, and Seller shall ensure that Buyer will be in a position to purchase such shares and such assets and liabilities.

NOW, THEREFORE, the parties hereto agree as follows (all capitalised and otherwise undefined terms in this Agreement shall have the meanings set forth in Article 15):

Art. 1
SALE AND TRANSFER OF ASSETS

Assets Included in the Sale. With effect in rem (*dingliche Wirkung*) from the Completion Date as set forth in Art. 4 (1) below, Seller hereby sells to Buyer and Buyer hereby purchases from Seller, except as set forth in Art. 1 (2) below, all of the following assets, business and goodwill, as a going concern, owned by the Seller except for the assets described under Art. 1 (1) (j) below, as of the Completion Date (such assets, business and goodwill being sometimes collectively referred to herein as the "Assets"):

- (a) Real Property. The parcels of land, respectively the expectancy rights on the parcels of land, described in the agreement on the transfer of real property attached hereto as Schedule 1.1 (a) (1) and (2) (the "*Real Estate Transfer Agreement*"), together with all rights and interests therein or thereto, and the buildings, fixtures and all other improvements thereon (the "*Real Property*");

Seller and Buyer herewith agree in the Real Estate Transfer Agreement that title to the Real Property shall pass from Seller to Buyer,

- (b) Machinery and Equipment. The laboratory and manufacturing equipment, vehicles and other machinery and installations and all other fixed assets as well as office equipment, furniture, files, cabinets,

computer hardware (together with loaded non-custom software otherwise comprising Assets) and all related tangible personal property (*Vermögensgegenstände des Anlagevermögens*) within the meaning of § 266 para. 2 of the German Commercial Code (*HGB*)), irrespective of whether stated in the Closing Balance Sheet (as defined in Art. 3 (4) (d) below) or not, which pertain to the Business, and in particular those listed and described in **Schedule 1.1 (b)** as of the Completion Date (the "*Machinery, Equipment and Office Equipment*,,);

(c) **Inventories**. All inventories of raw materials, work in process, finished goods, spare parts, service parts, tools, supplies and packaging materials held for use or manufactured by Seller in connection with the Business (the "*Inventory*"));

(d) **Intellectual Property**. All patents, trademarks, trademark rights, trade names, trade name rights, service marks, registered designs, utility models and similar property rights, in particular as listed in **Schedule 1.1 (d)**, and all applications relating to the foregoing, all to the extent serving the operation of the Business on or before the Completion Date; all inventions, copyrights, trade secrets and know-how, databases, product and marketing information, transferable rights to software, and other intellectual property rights, all to the extent predominantly serving the operation of the Business on or before the Completion Date; all license agreements under which Seller has obtained the right to use intellectual property rights of third parties in the operation of the Business and all license agreements in which Seller has licensed the Intellectual Property to third parties (collectively, the "*Intellectual Property*").

If any intellectual property right sold hereunder is not transferable due to legal restrictions against transfer of registration beyond the control of the parties, Seller shall grant Buyer an exclusive, unlimited, royalty-free license to such intellectual property right.

(e) **Books and Records**. All documents and records used in the operation of the Business, including but not limited to all customer lists; manufacturing specifications; promotional or marketing literature; training, operations, equipment and other manuals; quotations,

correspondence, purchase orders, contract documents, and other written, magnetic or other tangible media, to the extent such media relate to or are currently used in the conduct of the Business, subject to Seller's right to retain copies of such media to the extent relating to other businesses of Seller (subject to the obligations of confidentiality and other applicable provisions of this Agreement) (the "*Books and Records*"). Books and Records shall not include any invoices from suppliers or to customers, general ledger information at the Facility, travel expense records, or documents relating to Excluded Assets or Excluded Liabilities. To the extent any of the Books and Records are so commingled with Seller's other records that they cannot be separated without an unreasonable burden, the parties shall co-operate as provided in Art. 9 (4);

- (f) **Third Party Rights.** Except to the extent relating to any of the Excluded Assets or the Excluded Liabilities, all rights of Seller against third parties in relation to the Assets or otherwise in connection with the Business or the Assumed Liabilities (whether arising under any warranty, guarantee, indemnity, contract, agreement or in tort or for breach of any duty or otherwise howsoever);
- (g) **Accounts Receivable.** All accounts receivable for goods and services pertaining to the Business, as of the Completion Date (the "*Accounts Receivable*");
- (h) **Other Assets.** All other assets of Seller, save for the Excluded Assets, and other tangible and intangible assets used by Seller predominantly in the conduct of the Business.
- (j) **Foreign Sales Offices.** The assets of the companies as mentioned in Art. 1 (6) (a) to (c) below listed and described in Schedules 1.1 (j) (1)-(3) and the shares in the companies as mentioned in Art. 1 (6) (d) to (f) below, all of them conducting a business related to the Business in countries other than Germany, as described in the draft agreements attached to this Agreement as Schedules 1.6 (a) to (f).

Seller has the right to designate other Affiliates („*Seller's Designated Affiliates*") to deliver and transfer the assets of and shares in the Foreign

Sales Offices to Buyer or to Buyer' Designated Affiliates (as defined below), and Buyer has the right to designate other Affiliates ("*Buyer's Designated Affiliates*") to receive and accept the assets of and shares in the Foreign Sales Offices from Seller or Seller's Designated Affiliates. Seller and Buyer shall retain the primary liability for the sale and purchase of the assets of and shares in the Foreign Sales Offices.

- (k) (1) Buyer has exercised the right of designation under subsection (j) by designating
- Berthold Technologies Ges. mbH (in formation) in Vienna to acquire the assets and liabilities, and take over the employees, of PerkinElmer Vertriebsges. mbH in Vienna,
 - Berthold Technologies (Schweiz) GmbH (in formation) to acquire the assets and liabilities, and take over the employees, of PerkinElmer (Schweiz) AG,
 - Berthold Technologies LLC in Oak Ridge, Tennessee, U.S.A. to acquire the assets and liabilities, and take over the employees, of PerkinElmer Instruments, Inc.

Each of Buyer's Designated Affiliates, as aforementioned, shall enter into an asset sale and purchase agreement with Seller's Designated Affiliate for the acquisition of the assets and liabilities of the business of Seller's Designated Affiliate (the "Local Sale and Transfer Agreement") and shall become the buyer in lieu of Buyer and the transferee for the purchase of the business in its respective country, provided, however, that Buyer and the buyer shall remain jointly and severally liable for all of the buyer's obligations created in the Local Sale and Transfer Agreement.

- (2) The Seller has exercised the right of designation under subsection (j) by designating

- PerkinElmer Vertriebsges. mbH in Vienna to sell and transfer its assets and liabilities and to transfer its employees, all to the extent as described in the SCHEDULES for the Local Sale and Transfer Agreement, to Berthold Technologies Ges. mbH,

- PerkinElmer (Schweiz) AG to sell and transfer its assets and liabilities and to transfer its employees, all to the extent as described in the SCHEDULES for the Local Sale and Transfer Agreement, to Berthold Technologies (Schweiz) GmbH,

- PerkinElmer Instruments, Inc. to sell and transfer its assets and liabilities and transfer its employees, all to the extent as described in the SCHEDULES for the Local Sale and Transfer Agreement, to Berthold Technologies LLC.

Each of Seller's Designated Affiliates, as aforementioned, shall enter into the Local Sale and Transfer Agreement with Buyer's Designated Affiliate and shall become the seller in Lieu of Seller and the transferor for the business in its respective country, provided, however, that Seller and the seller shall remain jointly and severally liable for all of the seller's obligations created in the Local Sale and Transfer Agreement.

- (3) The Local Sale and Transfer Agreements shall reflect substantially the rights and obligations of the parties in this Agreement (with the exception of the provisions which relate exclusively to the Business and the Purchase Price in this Agreement) and shall be substantially in accordance with the Local Sale and Transfer Agreements attached hereto as Schedules 1.6 (a) to (f).

Special provisions contained in the Local Sale and Transfer Agreements shall take priority over provisions in this Agreement.

- 1) The parties shall make all reasonable efforts that Seller's Designated Affiliates and Buyer's Designated Affiliates conclude the agreements concerning the assets of and shares in the Foreign Sales Offices substantially in the form and with the contents as attached as Schedule 1.6 (a) to (f) and that the conclusion of such agreements shall take place on the same day as the conclusion of this Agreement. If the parties agree that conclusion on the same day is not feasible, the conclusion of the agreements shall take place not later than within ten (10) days after the conclusion of the Agreement.

- 2) **Excluded Assets.** Notwithstanding the foregoing, the Assets shall not include the assets described in **Schedule 1.2** (the „*Excluded Assets*,“) and in particular shall not include the Seller's assets relating to the IRAS business, the PerkinElmer Analytical Instruments business conducted by Seller, the 100 % share in PerkinElmer Optoelectronics GmbH, and all land and buildings owned by Seller in Wenzel-Jaksch-Strasse in 65199 Wiesbaden.

- 3) **Transfer of Assets.** On and with effect from the Completion Date as set forth in Art. 4 (1) below, Seller hereby assigns, transfers title to and delivers to Buyer, free of any Encumbrances (except of Permitted Encumbrances), and Buyer accepts and receives from Seller the Assets, except for the assets described under Art. 1 (1) (j) above, and where the Assets are capable of physical transfer, Seller transfers possession to the Assets to Buyer.

- 4) **Authorization to use the Company Name.** The parties agree that Buyer shall have the right to the company name „Berthold“ and to all rights connected therewith on and with effect from Completion Date as set forth in Art. 4 (1) below. Immediately after Completion Date but in no case later than four (4) weeks after the Completion Date, Seller shall file a registration with the competent Court of Registration to change its present name. Seller shall cooperate in the registration of the name „Berthold“ for Buyer. Seller retains the right to use the term „Berthold GmbH & Co. KG“ for either a period of nine months beginning with the Completion Date or until the date of the registration of the name change of Seller with the competent Court of Registration, whichever occurs later, exclusively for the purpose of distribution of sales literature, advertising material, instruction manuals and similar documents which exist on Completion Date or the production of which had been ordered by Seller prior to Completion Date.

Notwithstanding any assumption of liabilities by Buyer under this Agreement, Buyer shall not assume the liabilities according to § 25 (1), sentence 2 and (2) Commercial Code because of Buyer's continued use of the "Berthold" name, and Buyer will apply for registration of the exclusion of this statutory liability according to § 25 (2) Commercial Code.

- (5) **License.** Seller assures Buyer that it will be granted a permanent, royalty-free non-assignable license for the use of the Victor Software owned by Wallac Oy, Finland, in the form as attached hereto as **Schedule 1.5**, as currently in use by Seller for the production of the Fluorometer. Seller assures Buyer and Buyer assures Seller that either party shall be entitled to permanently exercise the same rights in respect to the Fluorometer which Seller has exercised on or before Completion Date either as its own rights or as rights of its Affiliates.
- (6) **Transfer of Assets of and Shares in Foreign Sales Offices.** The assets and shares of and in the Foreign Sales Offices described under Art. 1 (1) (j) above will be transferred and/or assigned by separate agreements (the „*Local Sale and Transfer Agreements*“). The transfer shall take place prior to or at the same time at the latest as the transfer of the assets by Seller under para. (3) above. If a simultaneous transfer in the USA is not possible, the transfer shall be deemed to have been made simultaneously and the business transferred by the Foreign Sales Offices shall be operated according to Buyer's instructions for the benefit and the account of Buyer during the period between the Completion Date and the actual transfer of the Business of the Foreign Sales Offices.
- (a) PerkinElmer Vertriebs GmbH, having its seat in Vienna, Austria, registered with the Commercial Register of Vienna under FN 116.352 g, shall assign, transfer and deliver to Buyer or Buyer's Designated Affiliates by agreement attached to this Agreement as **Schedule 1.6 (a)** all machinery, office equipment, inventories, books and records, third party rights, accounts receivable and other assets as well as the employment relationships relating to or connected with the Austrian Business conducted by PerkinElmer Vertriebs GmbH.
- (b) PerkinElmer (Schweiz) AG, having its seat and principal office in Hünenberg, Canton Zug, Switzerland, (No. CH-020.3.903.058-5 at the Register of Commerce of the Canton of Zug) and its branch office in

Regensdorf, Canton Zürich, Switzerland (No. CH-020.9.001.153-3 at the Register of Commerce of the Canton of Zürich) shall assign, transfer and deliver to Buyer or Buyer's Designated Affiliates out of this branch office in Regensdorf, Canton Zürich, by agreement attached to this Agreement as **Schedule 1.6 (b)** all machinery, office equipment, inventories, books and records, third party rights, accounts receivable and other assets as well as the employment relationships relating to or connected with the Swiss Business conducted by PerkinElmer (Schweiz) AG under the terms and conditions set forth therein.

- (c) PerkinElmer Instruments, Inc., having its seat in Oak Ridge, Tennessee, USA, shall assign, transfer and deliver to Buyer or Buyer's Designated Affiliates by agreement attached to this Agreement as **Schedule 1.6 (c)** all machinery, office equipment, inventories, books and records, third party rights, accounts receivable and other assets as well as the employment relationships relating to or connected with the U.S. Business conducted by PerkinElmer Instruments, Inc. Under the terms and conditions set forth therein.
- (d) PerkinElmer Inc., having its seat in Wellesley, Massachusetts, USA, shall transfer its 300 shares of a total of 310 shares in PerkinElmer Belgium NV/SA, having its seat in Vilvoorde, Belgium, registered with the Brussels Trade Register under registration number 386.634 , and PerkinElmer LLC, having its seat in Wilton, Connecticut, U.S.A. shall transfer its 10 shares of a total of 310 shares in PerkinElmer Belgium NV/SA to Buyer by agreement attached to this Agreement as **Schedule 1.6 (d)**. Immediately after Completion, Buyer or Buyer Designated Affiliates shall file for a name change of PerkinElmer Belgium NV/SA.
- (e) PerkinElmer SAS, having its seat in Coignières, France, registered with the Commercial Register of Versailles under RCS 692 031 115, shall transfer to Buyer by agreement attached to this Agreement as **Schedule 1.6 (e)** its 66,099 shares of a total of 66,100 shares in Berthold France S.A., having its seat in La Garenne Colombes, France, registered with the Commercial Register of Nanterre under RCS 652 043 811.

One share in Berthold France S.A. will be continued to be held by Mr Jean-Paul Foucher, the managing director of Berthold France S.A., who will keep his position after Completion Date.

- (f) PerkinElmer SAS, having its seat in Coignières, France, registered with the Commercial Register of Versailles under RCS 692 031 115, shall transfer by agreement attached to this Agreement as Schedule 1.6 (f) a one share interest in Société Civile Immobilière du 68 bis rue de Sartoris to Buyer ("SCI") and an interest of 899 shares in SCI to Berthold France S.A. Upon Buyer's request Seller will arrange that Berthold France S.A. will hold the 899 shares in the SCI prior to the Completion Date. Should that request lead to any real estate transfer tax payable by Seller or its Affiliates, Buyer will reimburse Seller for such real estate transfer tax.

Art. 2

ASSUMPTION OF LIABILITIES; ASSIGNMENT OF CONTRACTS

- 1) **Assumption by Buyer.** Subject to Buyer's rights and remedies under Art. 12 and in accordance with Art. 3 (4) (h) below and except as set forth in Art. 2 (2) below, on and with effect from the Completion Date as set forth in Art. 4 (1) below, Buyer hereby assumes and agrees to pay, perform and discharge when due all Liabilities arising out of the conduct of the Business, the Austrian Business, the Swiss Business and the U.S. Business, or the ownership, occupancy or use of the Assets on or before the Completion Date or thereafter (the "*Assumed Liabilities*"), including:
- (a) all products liability claims (including all claims for personal injuries, warranty for non-conformities or otherwise) which are asserted on or after the Completion Date, excluding product liability claims based or raised in North America and based on an event in North America prior to the Completion Date and which are not stated or reserved against in the Closing Balance Sheet.
- (b) all Liabilities under the Assigned Contracts including those for which advance payments were received;

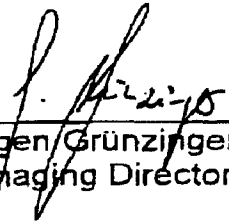
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

Berthold GmbH & Co. KG

by

PerkinElmer Holding GmbH

by



Jürgen Grünzinger
Managing Director

Berthold Technologies GmbH & Co.
KG

by

Berthold Technologies Verwaltungs
GmbH

by



Hans Oberhofer
Managing Director

SCHEDULE 1.1 (J)

Intellectual Property

ana

| No. | Business Title | Patent No. | Country | Issued/ Filed | Comments | v |
|-----|--|------------|---------|------------------|----------------|---|
| RP | Alpha-Beta Discrimination | 32 74 019 | DE | 29. Okt 86 | | |
| | | 0 068 515 | EP | 29. Okt 86 | | |
| BIO | Photometric Measuring Apparatus | 35 40 823 | DE | 02. Okt 86 | | |
| BIO | Measuring Instrument for Bioluminescence and Chemoluminescence | 36 23 601 | DE | 16. Jan 97 | | |
| | | 1205027 | IT | 10. Mrz 89 | | |
| | | 2601452 | FR | 03. Dez 93 | | |
| | | 4,863,690 | US | 05. Sep 89 | | |
| BIO | Rack System For A Plurality Of Specimen Containers For Performing Assays | 38 36 163 | DE | 24. Jan 91 | | |
| | | 5,128,105 | US | 07. Jul 92 | | |
| | | 0 365 827 | EP | 12. Jan 94 | FR, GB | |
| BIO | Method Of Measuring Chemiluminescence By Using Magnetic Microparticles | 38 40 462 | DE | 29. Okt 92 | | |
| | | 0 371 265 | EP | 12. Jan 94 | GB | |
| PC | Method And Apparatus For Monitoring The Partial Density Of Metal And Acid In Pickling | 37 24 335 | DE | 25. Jun 92 | | |
| | | 5,065,417 | US | 12. Nov 91 | | |
| | | 0 300 242 | EP | 26. Feb 92 | FR, GB | |
| BIO | Specimen Rack with Insertable Cuvettes | 5,048,957 | US | 17. Sep 91 | | |
| BIO | Radiation Measuring Device, Particularly For Luminescence Measurement | 41 23 817 | DE | 09. Jun 94 | | |
| | | 5,290,513 | US | 01. Mrz 94 | | |
| | | 0 523 521 | EP | 04. Nov 98 | FR, GB | |
| | | 25553437 | JP | 24. Mai 96 | | |
| BIO | Radiation Meter For Luminescence Metering With A Detector And An Injection | 41 23 818 | DE | 19. Mai 94 | | |
| | | 0 523 522 | EP | 09. Dez 98 | FR, GB | |
| | | 2114972 | JP | 06. Dez 96 | | |
| | | 97111105.9 | EP | 03. Jul 97 | PENDING | |
| PC | Method For Automatic Drift Stabilization In Radiation Measurement With A Detector | 41 14 030 | DE | 17. Sep 92 | | |
| | | 5,218,202 | US | 08. Jun 93 | | |
| | | 0 511 542 | EP | 05. Jun 96 | FR, GB | |
| PC | Method For The Determination Of The Properties Of Materials In Reflection Or Transmission Measurements With Microwaves | 41 17 086 | DE | 25. Mai 91 | | |
| PC | Device For Determining Material Parameters By Means Of Microwave Measurements | 42 11 362 | DE | 20. Apr 95 | | |
| | | 5,369,368 | US | 29. Nov 94 | | |
| | | 662692 | AU | 16. Jan 96 | | |
| | | 0 654 879 | EP | 17. Dez 97 | DE, FR, GB, NL | |

Unhold

| No. | Business Title | Patent No. | Country | Issued/ Filed | Comments | Val |
|-----|----------------|---|-------------------------------------|------------------|--|--------------------|
| 13 | BIO | Method For Discrimination And Simultaneous Or Separate Measurement Of Single Or Multiple Electronic Events In | 42 23 773 | DE | 10. Jul 97 | |
| | | | 5,367,168 | US | 22. Nov 94 | |
| 14 | RP | Method And Device For The Calibration Of A Proportional Counter Tube | 42 34 075 | DE | 31. Mrz 94 | |
| 15 | BIO | Multiple Counter for Detecting | 5,340,989 | US | 23. Aug 94 | |
| 16 | RP | Method And Device For Neutron Detection | 43 44 955 | DE | 16. Feb 95 | |
| 17 | PC | Method Of Polishing Or Delustering Glass Surfaces In Acid Bath | 44 05 278 0 668 251 | DE EP | 04. Mai 95 15. Jan 97 | AT, FR, GB, IE |
| 18 | RP | Method And Device For The Measurement Of Strontium-90 Concentrations In Individuals | 43 07 195 | DE | 19. Mai 94 | |
| 19 | RP | Neutron Dose Rate Meter | 196 27 264 | DE | 23. Okt 97 | |
| 20 | PC | Device For Transmission Measurement With The Aid Of Microwaves | G 29721039 09/201,258 0919805 | DE US EP | 05. Feb 98 30. Nov 98 17. Nov 98 | PENDING PENDING |
| 21 | PC | MICRO-MOIST Trademark | 2310514 | US | 25. Jan 00 | |
| 22 | BIO | NIGHTOWL Trademark | 2268158 | US | 10. Aug 99 | |
| 23 | BIO | NIGHTOWL Trademark | 000457556 | EU | 24. Feb 00 | |
| 24 | All | BERTHOLD | 75127731 | US | 01. Jul 96 | PENDING |
| 25 | BIO | Extended Measuring Range/Cathode current | 199 20 533 | DE | 01. Jul 96 | PENDING |

Business

Value/Importance

| | | | |
|-----|----------------------|---|--------|
| PC | Process Control | 1 | low |
| RP | Radiation Protection | 2 | medium |
| BIO | Bioanalytic | 3 | high |

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

EG&G BERTHOLD,)
(requested to be amended to BERTHOLD)
TECHNOLOGIES GmbH & Co. KG))
)
Petitioner)
)
v.) Cancellation No. 27,564
)
BERTHOLD SYSTEMS, INC.,)
)
Registrant.)

DECLARATION OF HANS JOSEF OBERHOFER

I, Hans Josef Oberhofer, having been duly sworn according to law, hereby state as follows:

1. I am over eighteen (18) years of age and I make this affidavit on the basis of personal knowledge.

2. I am Managing Director of BERTHOLD TECHNOLOGIES GmbH & Co. KG which is organized under the laws of Germany. I am authorized to sign documents on behalf of BERTHOLD TECHNOLOGIES GmbH & Co. KG.

3. EG&G Berthold as named in the petition for cancellation was a business or trade name of Berthold GmbH & Co. KG. The actual original petitioner was Berthold GmbH & Co. KG, identified by its business name EG&G Berthold.

4. Subsequent to the initiation of this cancellation proceeding, specifically on or about November 10, 2000, Berthold GmbH & Co. KG sold substantially all of its assets related to the business associated with "Berthold," including its rights in the BERTHOLD mark and name and rights of action associated therewith, to BERTHOLD TECHNOLOGIES GmbH & Co. KG. Berthold GmbH & Co. KG has now changed its name and does not include the term "Berthold" in its name. By virtue of this transfer of assets relating to the name BERTHOLD, BERTHOLD TECHNOLOGIES GmbH & Co. KG is the successor to Berthold GmbH & Co. KG (d/b/a/ EG&G Berthold) with respect to all rights in the mark and the name BERTHOLD. It is my belief that BERTHOLD TECHNOLOGIES GmbH & Co. KG is the proper entity to be identified as Petitioner in this cancellation proceeding.

5. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; further, that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or by imprisonment, or both, under ' 1001 of title 18 of the United States Code and that such willful false statements may jeopardize the validity or the application or document or any registration resulting therefrom.

Date: October 25, 2001



Hans Josef Oberhofer