

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Chemplex Industries, Inc.		01/27/2004	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Chemplex Industries, Inc.
Street Address:	2820 SW 42nd Ave.
City:	Palm City
State/Country:	FLORIDA
Postal Code:	34990
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	1833573	CHEMPLEX
Registration Number:	1593027	PROLENE
Registration Number:	1382184	SPECTROMEMBRANE
Registration Number:	1255928	SPECTROMILL
Registration Number:	1282891	SPECTROMIX
Registration Number:	1265443	SPECTROPELLET
Registration Number:	1251539	SPECTROPRESS
Registration Number:	1083035	SPECTROSTANDARDS
Registration Number:	1218955	SPECTRO VIAL
Registration Number:	2423568	SPECTROPRESS
Registration Number:	2428604	SPECTROVIAL
Registration Number:	2428601	SPECTROPELLET
Registration Number:	2428602	SPECTROMIX
Registration Number:	2428603	SPECTROSET-UP
Registration Number:	2431779	SPECTROMILL

CH \$465.00 1833573

Registration Number:	2455185	SPECTROCERTIFIED
Registration Number:	2446417	CHEMPLEX
Registration Number:	2449138	PELLET CUPS

**CORRESPONDENCE DATA**

Fax Number: (609)919-4401  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 609-919-4430  
Email: sogoldsmith@duanemorris.com  
Correspondent Name: S.O. Goldsmith, Esq., Duane Morris LLP  
Address Line 1: 100 College Road West  
Address Line 2: Suite 100  
Address Line 4: Princeton, NEW JERSEY 08540

ATTORNEY DOCKET NUMBER:	N0811-00006
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NAME OF SUBMITTER:	Susan Okin Goldsmith, Esq.
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Total Attachments: 6  
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## ASSIGNMENT of INTELLECTUAL PROPERTY

This Assignment of Intellectual Property ("Assignment"), made on January 27, 2004, by CHEMPLEX INDUSTRIES, INC., a New York corporation in dissolution ("Assignor"), whereby it assigns certain intellectual property to CHEMPLEX INDUSTRIES, INC., a Florida corporation ("Assignee") having an address at **2820 SW 42nd Avenue, Palm City, FL 34990**, as follows:

WHEREAS, CHEMPLEX INDUSTRIES, INC., a New York corporation, is in dissolution; and

WHEREAS, in furtherance of the said dissolution, all of the intellectual property assets of CHEMPLEX INDUSTRIES, INC., a New York corporation, are to be assigned to CHEMPLEX INDUSTRIES, INC., a Florida corporation, including without limitation all patents, copyrights, trade secrets, service marks, trademarks, and tradenames (collectively, the "Intellectual Property"); and

WHEREAS, the Assignor corporation desires to assign to the Assignee corporation all of its trademarks and service marks and the goodwill represented by such marks, including without limitation, certain marks registered by the U.S. Patent and Trademark Office, as specified on **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, the Assignor corporation desires to assign to the Assignee corporation all of its patents and rights to patentable inventions, including without limitation, certain patents issued by the U.S. Patent and Trademark Office, as specified on **Exhibit B** attached hereto and made a part hereof; and

WHEREAS, the Assignor corporation desires to assign to the Assignee corporation all of its copyrights, including without limitation, certain registered copyrights, as specified on **Exhibit C** attached hereto and made a part hereof.

### **Assignment**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor CHEMPLEX INDUSTRIES, INC., a New York corporation in dissolution, does hereby sell, assign, transfer, convey and set over to CHEMPLEX INDUSTRIES, INC., a Florida corporation, for the Assignee's use and benefit:

1. All right, title and interest that Assignor has or may have had in and to all marks and other designations used in connection with the business of the Assignor (collectively, the "Marks"), including without limitation all trademarks, service marks, names, trade names, logos and designs used together or separately and further including without limitation those registered Marks listed on **Schedule A**, attached hereto and made a part hereof, together with the goodwill symbolized by any or all of such Marks.

2. All right, title and interest that Assignor has or may have had in and to any trade secrets and inventions and all records relating thereto, and all Letters Patent of the United States heretofore issued to the Assignor, or to be obtained on any application for Letters Patent of the United States, and any continuation, division, renewal, substitute, or reissue thereof, for the full term or terms for which the same may be granted, and all applications and patents corresponding thereto in all countries of the world, including all rights of priority, including without limitation those Letters Patent listed on **Schedule B** attached hereto and made a part hereof.

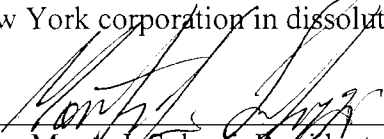
3. All right, title and interest that Assignor has or may have had in and to all published and unpublished works susceptible of copyright, and all textual, pictorial and graphical works associated therewith, and all works the rights to which were assigned by third parties to Assignor in connection therewith. Such works shall include, without limitation, the works identified on **Schedule C** attached hereto and made a part hereof. Assignee or its designee shall have the sole right to register copyrights as "author" of any works assigned to it hereunder and not previously registered under the United States Copyright Act or any other foreign or domestic law; may use the said works for any purpose whatsoever; make derivative works; copy and license others to make derivative works and copy the said works; and prosecute infringement actions with respect thereto anywhere in the world.

4. The foregoing assignment includes, without limitation (a) the right to file applications for and secure and renew registration of the Intellectual Property or any portion thereof throughout the world; (b) all income, royalties, damages or payments now or hereafter due and/or payable with respect to the Intellectual Property; (c) the right to sue for past, present and future infringements or misuse of the Intellectual Property; and (d) all rights corresponding thereto throughout the world, as fully and entirely as the same would have been held and enjoyed by the Assignor had this transfer and assignment not been made. Assignor assigns, and Assignee hereby assumes, all license and other agreements with third parties relating to the Intellectual Property, which by their terms may be assigned to Assignee as successor-in-interest to Assignor.

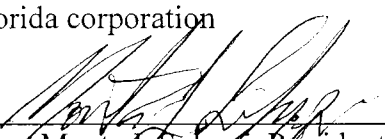
5. It is acknowledged by the parties that through clerical error, certain applications and other documents may have been submitted to the USPTO with a recitation that Chemplex Industries, Inc., is a New York corporation, whereas they should have recited that Chemplex Industries, Inc. is a Florida corporation. This assignment shall also correct the records of the USPTO with respect to all of the Marks to which the foregoing may apply. Further, to the extent Assignee used any of the Marks prior to assignment thereof, both parties hereby acknowledge that all such use was made under royalty-free license from Assignor, that use of the Marks has been made in accordance with quality control standards established by Assignor, and that all good will resulting from such use of the Marks accrued to the sole benefit of Assignor prior to assignment thereof to Assignee.

IN WITNESS WHEREOF, the duly authorized representative of the Assignor has executed this Assignment and the within assignment has been accepted by the Assignee.

ASSIGNOR:  
CHEMPLEX INDUSTRIES, INC.,  
a New York corporation in dissolution

By:   
\_\_\_\_\_  
Monte J. Solazzi, President

ASSIGNEE:  
CHEMPLEX INDUSTRIES, INC.,  
a Florida corporation

By:   
\_\_\_\_\_  
Monte J. Solazzi, President

**SCHEDULE A  
REGISTERED TRADEMARKS**

<b>MARK</b>	<b>REG. NO.</b>	<b>DATE REG.</b>
CHEMPLEX	1,833,573	05/03/1994
PROLENE	1,593,027	04/24/1990
SPECTROMEMBRANE	1,382,184	02/11/1986
SPECTROMILL (design)	1,255,928	11/01/1983
SPECTROMIX (design)	1,282,891	06/26/1984
SPECTROPELLET (design)	1,265,443	01/31/1984
SPECTROPRESS (design)	1,251,539	09/20/1983
SPECTROSTANDARDS	1,083,035	01/24/1978
SPECTROVIAL (design)	1,218,955	12/07/1982
SPECTROPRESS	2,423,568	01/23/2001
SPECTROVIAL	2,428,604	02/13/2001
SPECTROPELLET	2,428,601	02/13/2001
SPECTROMIX	2,428,602	02/13/2001
SPECTROSET - UP	2,428,603	02/13/2001
SPECTROMILL	2,431,779	02/17/2001
SPECTROCERTIFIED	2,455,185	05/29/2001
CHEMPLEX	2,446,417	04/24/2001
PELLET CUPS	2,449,138	05/08/2001

**SCHEDULE B**  
**PATENTS**

<b>TITLE</b>	<b>PATENT NO.</b>	<b>DATE GRANTED</b>
Powder Compacting Press Apparatus and Methods	5202067	13 April 1993
Powder Compacting Press Apparatus and Methods	2261963*	23 November 1994
Powder Compacting Press Apparatus and Methods	RE 35506	13 May 1997
Apparatus for Trimless Sample Cup Used in X-Ray Spectroscopy	5630989	20 May 1997
Sample Cup Adapted for Upright Horizontal and Inclined Sample	5454020	26 September 1995

\*European Patent

**SCHEDULE C**  
**REGISTERED COPYRIGHTS**

<b><u>TITLE</u></b>	<b><u>REG. NO.</u></b>	<b><u>DATE REG.</u></b>
X-Ray Spectrochemical Sample Preparation Equipment and Accessories	TX-1-133-795	31 January 1983
Chemplex X-Ray Spectrochemical Sample Preparation Equipment and Accessories	TX-5-033-173	25 August 1999