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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): Racine Federated, Inc. Individual(s) Association General Partnership Limited Partnership Corporation-State Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Analytical Technology, Inc. Internal Address: Street Address: 6 Iron Bridge Drive City: Collegeville State: PA Zip: 19426 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Pennsylvania Other 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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: 7/24/03

4. Application number(s) or registration number(s): A. Trademark Application No.(s) N/A B. Trademark Registration No.(s) 2,724,866 Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Richard J. Braemer, Esquire Internal Address: Street Address: Ballard Spahr Andrews & Ingersoll, LLP 1735 Market Street, 51st Floor City: Philadelphia State: PA Zip: 19103

7. Total fee (37 CFR 3.41): \$ 40.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 02-0755 (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. Richard J. Braemer, Esquire Name of Person Signing Signature Date 10/8/03 Total number of pages including cover sheet, attachments, and document: 4

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

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TRADEMARK REEL: 002844 FRAME: 0405

**ASSIGNMENT OF
INTELLECTUAL PROPERTY**

THIS ASSIGNMENT is made and entered into as of the 24th day of July, 2003, by RACINE FEDERATED, INC., a Wisconsin corporation ("Assignor"), in favor of ANALYTICAL TECHNOLOGY, INC., a Pennsylvania corporation ("Assignee"). Unless otherwise defined herein, all capitalized terms shall have their respective meanings as set forth in that certain Asset Purchase Agreement, dated July 24, 2003 by and between Assignor and Assignee (the "Agreement").

R E C I T A L S

WHEREAS, Assignor and Assignee have entered the Agreement pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, substantially all of the assets and certain of the liabilities of Assignor used in the conduct of the Business;

WHEREAS, Assignor is the owner of the registered trademark "Quantum" and design, Registration Number 2,724,866, registered June 10, 2003 (the "Mark") and other Intellectual Property and the goodwill associated therewith; and

WHEREAS, it is the intention of Assignor and Assignee that Assignee acquire from Assignor all right, title and interest in and to the Mark, the Intellectual Property and the goodwill associated therewith.

A S S I G N M E N T

NOW, THEREFORE, in consideration of the mutual covenants of Assignor and Assignee set forth in the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, intending to be legally bound, hereby agrees as follows:

1. The Assignor hereby grants, assigns, and conveys to the Assignee its entire right, title, and interest in and to the Mark, including, without limitation, all renewals therefor, all proceeds therefor (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and the goodwill of the business associated with and symbolized by the Mark.

2. The Assignor hereby transfers, grants, conveys, assigns and relinquishes exclusively to the Assignee all of the Assignor's right, title and interest in and to any and all Intellectual Property including, for greater certainty, all rights associated with any ideas, concepts, techniques, inventions, processes, services or works of authorship created by the Assignor or the Employees (during the course of employment with the Assignor, to the extent assignable by the Assignor).

3. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the day and year first written above.

ASSIGNOR:

RACINE FEDERATED, INC.

By: 

Name: John e. Erskine

Title: President

ASSIGNEE:

ANALYTICAL TECHNOLOGY, INC.

By: 

Name: John Becker

Title: President