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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):

Barringer Instruments Limited

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other Canadian corporation

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

2. Name and address of receiving party(ies)

Name: Smiths Detection -- Toronto Ltd.

Internal Address:

Street Address: 1730 Aimco Blvd.

City: Mississauga State: ON Zip: L4W 1V1

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Canadian corporation

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 Resubmission -- Doc ID No 102244215

Execution Date: 08/12/2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,723,320

Additional number(s) attached Yes No

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

Name: Eric W. Gallender

Internal Address: Brinks Hofer Gilson & Lione

Street Address: P.O. Box 10395

City: Chicago State: IL Zip: 60610

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:

23-1925

DO NOT USE THIS SPACE

9. Signature.

Eric W. Gallender

Name of Person Signing

Eric W. Gallender

Signature

August 20, 2003

Date

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

TRADEMARK REEL: 002857 FRAME: 0464

**DESIGNATION OF DOMESTIC REPRESENTATIVE**

SMITHS DETECTION – TORONTO LTD. hereby designates the firm of  
BRINKS, HOFER, GILSON & LIONE, whose postal address is P.O. Box 10395,  
Chicago, Illinois, 60610, as its representative upon whom notice may be served in  
proceedings affecting the following mark:

**Mark**

**Reg. No.**

IONSCAN

1,723,320

**SMITHS DETECTION – TORONTO LTD.**

Dated: August 20, 2003

By: 

Eric W. Gallender  
BRINKS, HOFER, GILSON & LIONE  
P.O. Box 10395  
Chicago, Illinois 60610  
Phone: (312) 321-4200  
Fax: (312) 321-4299

Attorneys for **SMITHS DETECTION --  
TORONTO LTD.**

**ASSIGNMENT OF REGISTRATION**

WHEREAS, Barringer Instruments Limited ("Assignor") is desirous of selling, assigning and transferring to Smiths Detection – Toronto Ltd. ("Assignee"), all of its right, title and interest in and to the trademark registration listed in Schedule A ("Trademark Registration"), attached hereto and made a part hereof, the trademark described therein (the "Mark") and the good will of the business symbolized by the Mark;

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to the Trademark Registration, the Mark and the good will of the business symbolized by the Mark;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Assignor does hereby sell, assign, transfer, convey and set over to Assignee, its successors and assigns, all of its right, title and interest in and to the Trademark Registration, the Mark and the good will of the business symbolized by the Mark, including, but not limited to, the right to petition, sue or otherwise seek and recover damages, profits or any other remedy (monetary, injunctive, delaratory or other), for any past, present or future infringement, dilution, conversion or misappropriation of, or other injury, offense, violation, breach of duty or wrong relating to the Mark, or any license, agreement, contract or other matter relating thereto.

2. Assignor agrees that it will execute and deliver, or cause to be executed and delivered, to Assignee or Assignee's legal representatives, any other or additional assignments, powers or other appropriate documentation, and take all additional actions, necessary to effectuate, validate and record the assignment of the Trademark Registration to Assignee with the appropriate agencies and offices of all jurisdictions in which the Mark is or may be registered or in which applications for registration of the Mark are pending, including, but not limited to the United States Patent and Trademark Office, under the relevant laws of the United States or any other jurisdictions, within a reasonable time of execution hereof. Assignor also agrees to execute such additional documents as Assignee deems reasonably necessary to establish Assignee's rights in the Mark, including, but not limited to, such documents to establish the dates of first use for the Mark covered by the Trademark Registration, anywhere and in commerce, by Assignee through Assignor.

Assignment Effective as of August 6, 2002.

Executed at Mississauga, Ontario, Canada, this 12 day of Aug, 2003.

Dated: Aug 12/03

Barringer Instruments Limited

By: [Signature]

Name: Karen Jackson

Title: V.P. Finance

**SCHEDULE "A"**

**TRADE MARK**

**REGISTRATION NO.**

IONSCAN

1,723,320