| ſ                        | Form <b>PTO-1594</b>   |                       |   | MENT OF COMMERCE                     |
|--------------------------|--|-----------------------|---|--------------------------------------|
|                          | (Rev. 10/02)<br>OMB No. 0651-0027 (exp. 6/30/2005)   | 1026921               |   | nt and Trademark Office              |
|                          | Tab settings   |                       | ▼ ▼   | ▼                                    |
| Ī                        | To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy there   |                       |   |                                      |
|                          | Name of conveying party(ies):     NEWMONICS, INC.  | 8-6.03                | Internal  | <del>_</del>                         |
|                          | Individual(s) Association  General Partnership Limited Partnership  ✓ Corporation-State  Other   |                       | Street Address: 5040 SHOREHAM PLACE  City: SAN DIEGO State: CA Zip: 92122  Individual(s) citizenship  |                                      |
|                          | Additional name(s) of conveying party(ies)  3. Nature of conveyance:  Assignment  Security Agreement  Other  Execution Date: 07/18/03                        | Merger Change of Name | Association General Partnership Limited Partnership Corporation-State CALIFORNIA Other If assignee is not domiciled in the United States representative designation is attached: YOU (Designations must be a separate document for Additional name(s) & address(es) attached? | s, a domestic es 🗾 No um assignment) |
| ļ                        | 4. Application number(s) or registration number(s):  A. Trademark Application No.(s) 75/355,766;  SER. NOS. 76/506,638; 75/724,703  Additional number(s) att |                       | B. Trademark Registration No.(s) 2,293,917; 2,267,706; 2,400,462  |                                      |
|                          | <ol> <li>Name and address of party to whom correspondence<br/>concerning document should be mailed:</li> <li>Name: JON H. VAN DE GRIFT, ESQ.</li> </ol>      |                       | 6. Total number of applications and registrations involved:   | 5                                    |
| :                        | Internal Address: CAMPBELL, SOL  |                       | 7. Total fee (37 CFR 3.41)\$_200.00   |                                      |
| 08/07/200                | B ECOOPER 00000183 75355766  |                       | Enclosed  |                                      |
| 01 FC:052<br>02 FC:052   | 40.00 RP   |                       | Authorized to be charged to de  | eposit account                       |
| VL 101000                | Street Address:5040 SHOREHAM PLACE, # 150  |                       | 8. Deposit account number:  | 3 AUG -6<br>OPR/F                    |
|                          | City: SAN DIEGO State: CA Zip:92122  DO NOT USE  |                       | TUIS SDACE  | NANCE 7                              |
|                          | 9. Signature.  | DO NOT USE            | TINIS SPACE   | 12                                   |
|                          | JON H. VAN DE GRIFT  |                       | 08/01/  | 03                                   |
|                          |  |                       | gnature Date  |                                      |
| Refund Res<br>08/07/2003 |  |                       |   |                                      |

CHECK Refund Total: 160.00 Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

**TRADEMARK** REEL: 002931 FRAME: 0433

## TRADEMARK ASSIGNMENT

WHEREAS, NewMonics, Inc., a Delaware corporation ("Assignor"), is the owner of the trademarks and trademark applications described in Exhibit A hereto (the "Trademarks");

WHEREAS, pursuant to the terms of that certain Purchase Agreement, dated of even date herewith (the "Agreement"), by and among Assignor and Aonix, S.A., a French corporation (the "Buyer"), Assignor has agreed to assign to the Buyer all of Assignor's right, title, and interest in and to the Trademarks (and the portion of the business to which the Trademarks pertain), together with the goodwill associated therewith.

WHEREAS, Buyer now desires Assignor to execute and deliver to the Buyer this Trademark Assignment to effect and evidence the assignment of the Trademarks to the Buyer.

NOW THEREFORE, for the Purchase Price (as defined in the Agreement) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

- 1. In connection with the transfer of the portion of the business to which the Trademarks pertain, Assignor hereby sells, transfers, conveys, assigns, and sets over unto the Buyer, its successors and assigns, Assignor's entire right, title and interest in and to the Trademarks, including, without limitation, all registrations and applications therefore and the right to apply for and register the Trademarks, in the United States of America and all foreign countries, together with the goodwill of Assignor's business in which the Trademarks are used and symbolized by the Trademarks, all common law and statutory rights related thereto, all rights of renewal and extension, and the right to recover for damages and profits for past infringements thereof.
- 2. From time to time, Assignor agrees, at the Buyer's request and without further consideration, to execute and deliver such instruments of sale, transfer, conveyance, assignment and confirmation, and to perform any other reasonable acts the Buyer may reasonably request in order to more effectively sell, transfer, convey and assign to the Buyer all of Assignor's right, title, and interest in and to the Trademarks.

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TRADEMARK REEL: 002931 FRAME: 0434

This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware. Executed as of the 18th day of July, 2003. Assignor: NEWMONICS, INC. By: David E. Mc Croble. Jr. Name: 124v. D. E. Mc CRABB. JR Title: CSO'S PRESIDENT State of Allxus
County of Allxus ) ss. Before me, a Notary Public within and for said County, personally appeared DAVID MCCRABB the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed on this But day of 2003. Addus Aslem
Votary Public

"OFFICIAL SEAL" KATHLEEN H. SECOR Notary Puois Little of Illinois My Commission, Capital Rep. 14, 2005

## **EXHIBIT A**

"PERC"
App. No. 75/355,766,
Reg. No. 2,293,917
"Perch"
Reg. No. 2,267,706
"Romizer"
Reg. No. 2,400,462
"QuickPerc"
"PERCAccelerator"
"NEWMONICS"
Ser. No. 76/506,638
"PERCOLATOR"
Ser. No. 75/724,703

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TRADEMARK REEL: 002931 FRAME: 0436

**RECORDED: 08/06/2003**