U.S. DEPARTMENT OF COMMERCE Form PTO-1594 (Rev. 07/05) United States Patent and Trademark Office OMB Collection 0651-0027 (exp. 6/30/2008) RECORDATION FORM COVER SHEET TRADEMARKS ONLY To the Director of the U. S. Patent and Trademark Office; Please record the attached documents or the new address(es) below. 2. Name and address of receiving party(ies) Name of conveying party(ies): Yes Spectral Dimensions, Inc. Additional names, addresses, or citizenship attached? No. 3416 Olandwood Court, Suite 210 Otney, MD 20832 Name: Malvern Instruments Incorporated **Internal** Association Individual(s) Address:___ General Partnership Limited Partnership Street Address: 10 Southborough Road Corporation- State: Delaware City: Southborough Other ____ State: Massachusetts Citizenship (see guidelines) Zip: 01772 Country: Additional names of conveying parties attached? 🦳 Yes 🔽 No Association Citizenship ___ General Partnership Citizenship 3. Nature of conveyance)/Execution Date(s) : Limited Partnership Citizenship ___ Execution Date(s) June 29, 2006 Corporation Citizenship Massachusetts ✓ Assignment Merger Other_ Citizenship If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No Security Agreement Change of Name (Designations must be a separate document from assignment) 4. Application number(s) or registration number(s) and identification or description of the Trademark. B. Trademark Registration No.(s) A. Trademark Application No.(s) 2810221, 3016713, 2937306 Additional sheet(s) attached? Yes No C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): SPECTRAL DIMENSIONS, THE CHEMICAL IMAGING EXPERTS, ISYS 5. Name & address of party to whom correspondence 6. Total number of applications and 3 concerning document should be mailed: registrations involved: Name: <u>Kristofer E. Elbing</u> 7, Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 120 Internal Address: Authorized to be charged by credit card Authorized to be charged to deposit account. Street Address: 187 Pelbam Island Road Enclosed 8. Payment Information: City:<u>Wavland —</u> a. Credit Card Last 4 Numbers State:MA Zip:01778 Expiration Date Phone Number: (508) 358 2590 b. Deposit Account Number <u>50-0750</u> Fax Number: (508) 358 0714 Authorized User Name Kristofer E. Elbing Email Address: 9. Signature: 2006 Date Total number of pages including cover Kristofer E. aheet, attachments, and document: Name of Person Signing

> Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is entered this 29th day of June, 2006, by and between Spectral Dimensions, Inc. having a principal place of business at 3416 Olandwood Court., Suite. 210, Olney, MD 20832 ("Assignor") and Malvern Instruments Incorporated, having a principal place of business at 10 Southborough Road, Southborough. Massachusetts 01772 ("Assignee").

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement dated as of June 30, 2006 (the "Purchase Agreement"), pursuant to which Assignee has agreed to purchase certain assets of Assignor, and Assignor has agreed to cause the same to be transferred, assigned and contributed to Assignee;

WHEREAS. Assignor owns all right, title and interest in and to and is the sole and exclusive owner of the United States trademarks and trademark applications listed on Schedule A, attached hereto and incorporated herein (collectively, the "Marks"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign and transfer to Assignee all of its right, title and interest in and to the Marks and Assignee is desirous of acquiring the same.

NOW, THEREFORE, for the foregoing recited consideration and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, as beneficial owner, does hereby assign, sell and transfer to Assignee all of its right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, the right to sue for past infringement thereof, the registrations and applications for registration therefor, and all the benefit of the Marks. Assignor does further consent to the recordation of this assignment by Assignee with the Commissioner of Patents and Trademarks.

IN WITNESS WHEREOF the Assignor has executed this Assignment as of the date first written above

Assignor

Bv:

Title: PRESIDENT + CEO

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State of: Noryland)

County of: Montgomery

On this 29 day of Fure, 2006, before me appeared

Referrible Lewis, the person who signed this instrument on behalf of the identified ______ and pursuant to

authority duly received.

NOTARY PUBLIC STATE OF MARYLAND My Commission Expires October 17, 2009

TRADEMARK

REEL: 003437 FRAME: 0821

SCHEDULE A

	(APPLICATION	(APPLICATION DATE)
	NO.)	REGISTRATION DATE
	REGISTRATION	
MARK	NO.	
SPECTRAL DIMENSIONS	2810221	2/3/2004
THE CHEMICAL IMAGING EXPERTS	3016713	11/22/2005
ISYS	2937306	4/5/2005
SAPPHIRE	(76538751)	(8/21/2003)

CH1 3524482v.t

TRADEMARK 6/29/06 **REEL: 003437 FRAME: 0822**

RECORDED: 12/01/2006