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02-15-2000

Jocket No. 15498-000400US



FORM PTO-1595
(Rev. 6-93)

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U.S. Department of Commerce
Patent and Trademark Office

To the Honorable Asst. Commissioner for Patents. Please record the attached original documents or copy thereof

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1. Name of conveying party(ies):
Nova Controls, Inc.
Additional name(s) of conveying parties attached?
 Yes No.

2. Name and address of receiving party(ies):
Name: Delaware Capital Formation, Inc.
Internal Address:
Street Address: 1403 Foulk Road, Suite 100
City: Wilmington State: DE ZIP: 19803
Additional names and addresses attached?
 Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other:
Execution Date: December 28, 1999

4. Application Number(s) or Patent Numbers.
If this document is being filed together with a new application, the execution date of the application is:
A. Patent Application No(s): 08/605,561 B. Patent No(s): 5,826,749
Additional numbers attached? Yes No

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

Name: William J. Bohler
TOWNSEND AND TOWNSEND AND CREW LLP
Two Embarcadero Center, 8th Floor
San Francisco, California 94111-3834
(415) 576-0200

6. Total number of applications and patents involved 1
7. Total fee (37 CFR 3.41): \$40.00
 Enclosed Charge Fees to Deposit Account
 Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account.
8. Deposit account number: 20-1430

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9. Statement and signature.
To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true of copy of the original document.
William J. Bohler _____ Signature _____ Date 1/17/2000
Name of Person Signing
Atty Reg. No. 31,487 Total number of pages including cover sheet, attachments and document 5

10. Change Correspondence Address to that of Part 5? Yes No

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion
Mail documents to be recorded with required cover to:
Asst. Commissioner for Patents
Box: Assignments
Washington, D.C. 20231

PA 3044363 v1

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PATENT
REEL: 010539 FRAME: 0500

Attorney Docket Nos.:
15498-000200US
15498-000400US
15498-000400PC
15498-000610US
15498-000620US

ASSIGNMENT

THIS ASSIGNMENT, by NOVA CONTROLS, INC., a corporation duly organized and existing under and pursuant to the laws of Delaware, and having its principal place of business at 250 Natural Bridges Drive, Santa Cruz, CA 95060, (hereinafter referred to as "Assignor,") witnesseth:

WHEREAS, by virtue of an Assignment recorded in the United States Patent and Trademark Office, at reel 6255, frame 0491 and at reel 6255, frame 0493, the Assignor is the owner of the entire right, title and interest in and to the invention set forth as follows

Attorney Docket No. 015498-000200US
Title of Invention: WAREWASHING CONTROL SYSTEM AND METHOD OF OPERATION
Application Date: August 12, 1992, US Serial No. 07/929,179
Issue Date: September 5, 1995, US Patent No. 5,448,115 and

WHEREAS, by virtue of an Assignment recorded in the United States Patent and Trademark Office, at reel 7886, frame 0016, the Assignor is the owner of the entire right, title and interest in and to the invention set forth as follows

Attorney Docket No. 015498-000400US
Title of Invention: MULTIPLEXED SYSTEM FOR DISPENSING MULTIPLE CHEMICALS TO MULTIPLE DESTINATIONS
Application Date: February 22, 1996, US Serial No. 08/605,561
Issue Date: October 27, 1998, US Patent No. 5,826,749 and

Attorney Docket No. 015498-000400PC
Title of Invention: MULTIPLEXED SYSTEM FOR DISPENSING MULTIPLE CHEMICALS TO MULTIPLE DESTINATIONS
Application Date: June 12, 1997, PCT Serial No. PCT/US97/12032 and

WHEREAS, by virtue of an Assignment recorded in the United States Patent and Trademark Office, at reel 9352, frame 0768, the Assignor is the owner of the entire right, title and interest in and to the invention set forth as follows

Attorney Docket No. 015498-000610US
Title of Invention: CHEMICAL DISPENSING SYSTEM USING KEYBOARDLESS DATA ENTRY
Filing Date: April 13, 1998, Serial No. 09/061,530

PATENT

REEL: 010539 FRAME: 0501

WHEREAS, by virtue of an Assignment recorded in the United States Patent and Trademark Office, at reel 9331, frame 0856, the Assignor is the owner of the entire right, title and interest in and to the invention set forth as follows

Attorney Docket No. 015498-000620US
Title of Invention: CHEMICAL DISPENSING SYSTEM USING KEYBOARDLESS
DATA ENTRY
Filing Date: April 13, 1998, Serial No. 09/059,678 and

WHEREAS, DELAWARE CAPITAL FORMATION, INC., a corporation duly organized and existing under and pursuant to the laws of Delaware, and having its principal place of business at 1403 Foulk Road, Suite 102, Wilmington, DE 19803 (hereinafter referred to as "the Assignee) has acquired the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, effective January 1, 1999, for good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, applications, above-mentioned, and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said

application, division, continuation, or continuation-in-part of any applications for Letters Patent and Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns:

AND the Assignor hereby requests the commissioner of Patents to issue any and all said Letters Patent or Patents of the United States to the Assignee, as the Assignee of said inventions and the Letters Patent or Patents to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

IN TESTIMONY WHEREOF, Assignor has caused this instrument to be executed on the date indicated by its duly authorized representative.

NOVA CONTROLS, INC.

By [Signature]
Henry W. Cassidy Jr.

Title V.P. Engr

Date 12/24/99

[CORPORATE SEAL]

STATE OF CALIFORNIA)
)
COUNTY OF Santa Cruz) ss.

On December 28th 1999, before me, Aimee R. Barnes, personally appeared Henry W. Cassidy Jr., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature: Aimee R. Barnes]
NOTARY PUBLIC

My Commission Expires: May 03, 2003

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