

05-05-2000

Attorney Docket No. _____

4-10-00



101346714

1. Name of conveying party(ies):

Hewlett-Packard Company

Address of receiving party(ies):

AGILENT TECHNOLOGIES
Legal Department, 51UPD
Intellectual Property Administration
P.O. Box 58043
Santa Clara, California 95052-8043

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

Additional name(s) & address(es) attached? ___ Yes No

3. Nature of Conveyance:

Assignment ___ Merger ___ Change of Name
 Security Agreement ___ Other

Execution Date(s): 1/26/00

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

If this document is being filed together with a new application, execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

Serial No.: Date Filed:

4874518; issued: 10/17/89
5032266; issued: 7/16/91

Additional numbers attached? YES

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

Records Manager
AGILENT TECHNOLOGIES
3000 Minuteman Road, MS 170
Andover, MA 01810

6. Total number of applications and patents involved: 11

7. Total Fee (37 CFR 3.41): \$40.00

Enclosed

Authorization to be charged to deposit account.

8. Deposit Account Number: 08-2025

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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.

Gloria Abbasciano

Name of Person Signing

Signature

Apr 07, 2000

Date

Total number of pages including cover sheet, attachments, and document: 5

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

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Mail document to be recorded with required cover sheet information to:

05/04/2000 DNGUYEN 00000381 082025 4874518 Commissioner of Patents and Trademarks
Box Assignment
01 FC:561 440.00 CH
Washington, D.C. 20231

PATENT NOISSUE DATE

5108595

4/28/92

4746572

5/24/88

4600646

7/15/86

4477492

10/16/84

4705725

11/10/87

4847159

7/11/89

4837195

6/6/89

4902413

2/20/90

4986908

1/22/91

ASSIGNMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between Hewlett-Packard Company ("HP"), Rockland Technologies, Inc. ("Rockland"), and Agilent Technologies, Inc. ("Agilent").

WHEREAS, HP, Rockland and DCV, Inc. ("DCV") are parties to an Asset Acquisition and Settlement Agreement dated June 15, 1999 (the "Asset Acquisition Agreement"); and

WHEREAS, under the Asset Acquisition Agreement, DCV transferred and assigned to HP, inter alia, DCV's entire right, title, and interest in and to the Zorbax Patents, Zorbax Technology, and Zorbax Trademark referenced in the Asset Acquisition Agreement; and

WHEREAS, under Article 3 of the Asset Acquisition Agreement HP granted DCV a license to use the Zorbax Patents, Zorbax Technology, and Zorbax Trademark in a defined field of use; and

WHEREAS, under Articles 5 and 17, respectively, HP has the right to monitor DCV's use of the Zorbax Patents, Zorbax Technology, and Zorbax Trademark and, if appropriate, to terminate DCV's license to the same; and

WHEREAS, Article 24.2 of the Asset Acquisition Agreement provides that HP and Rockland shall have the right to transfer or assign the Asset Acquisition Agreement and/or HP's and Rockland's rights thereunder, in whole or in part, at any time without DCV's consent and without prior notice to DCV; and

WHEREAS, Article 24.2 further provides that the right to assign or transfer the Asset Acquisition Agreement extends to and includes, but is not limited to, the ownership of the Zorbax Patents, the Zorbax Technology, the Zorbax Trademark, and the licenses granted to DCV in Article 3; and

WHEREAS, Agilent is a newly formed subsidiary of HP to which HP intends to transfer, inter alia, the stock and assets of HP's chemical analysis business; and

WHEREAS, as part of the transfer of its chemical analysis assets to Agilent, HP has agreed to transfer and assign to Agilent, and Agilent has agreed to accept, all of HP's rights, titles, interests, obligations, and remedies under the Asset Acquisition Agreement;

NOW, THEREFORE, in exchange for the mutual promises and covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. HP hereby transfers and assigns to Agilent, and Agilent hereby accepts, the entirety of HP's rights, titles, interests, duties, obligations, and remedies under the Asset Acquisition Agreement, including but not limited to the right to monitor compliance by DCV with the provisions of the Asset Acquisition Agreement and the right to take any and all actions permitted thereunder to enforce its terms.

2. HP and Agilent agree that they shall reasonably cooperate with one another to have the Zorbax Patents, the Zorbax Trademark, and the other trademarks referenced in the Asset Acquisition Agreement registered in Agilent's name with the appropriate governmental authorities as soon as practicable.

WHEREFORE, HP, Rockland, and Agilent, state that they have read this Assignment Agreement, have consulted with their counsel about it, and fully understand and accept its terms in their entirety and without reservation.

HEWLETT-PACKARD COMPANY

By: Charles N. Charvas

Title: Assistant Secretary

Date: _____

AGILENT TECHNOLOGIES, INC.

By: Jeffrey White

Title: General Manager

Date: 1/24/00

ROCKLAND TECHNOLOGIES, INC.

By: Charles N. Charvas

Title: Assistant Secretary

Date: _____

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