

3-19-01

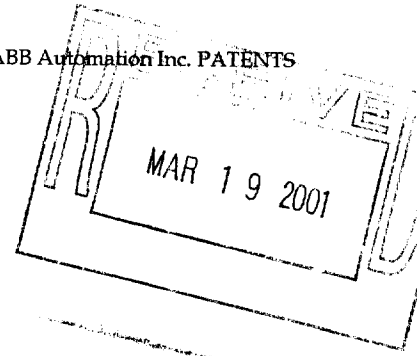
04-05-2001



Base Ten Systems, Inc. to ABB Automation Inc. PATENTS

Commissioner for Patents
Washington D.C. 20231

101669161
RECORDATION FORM COVER SHEET
PATENTS ONLY



To the Commissioner for Patents

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

a. Base Ten Systems, Inc.

2. Name and address of receiving party(ies):

a. ABB Automation Inc.
501 Merrit 7
Norwalk, CT 06851

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: October 10, 2000

4. Patent Number(s):

<u>Patent No.</u>	<u>Issue Date</u>
5,339,261	16-Aug-1994
5,521,849	28-May-1996
5,506,792	09-Apr-1996
5,561,767	01-Oct-1996
5,831,859	03-Nov-1998
5,774,875	30-Jun-1998
5,553,237	03-Sep-1996
5,572,671	05-Nov-1996
5,970,503	19-Oct-1999
5,847,957	08-Dec-1998

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

Michael M. Rickin
ABB Automation Inc.
Legal Department - 4U6
29801 Euclid Avenue
Wickliffe, OH 44092

04/04/001 REC'D: 00000245 050877 5339261
01 REC'D: 400.30 CH

6. Total number of patents involved: 10

7. Total fee (37 CFR 3.41):

A check in the amount of \$_____ to cover the basic filing fee and the assignment recordal fee is enclosed

Charge Deposit Account No. 05-0877 in the amount of \$400.00 to cover the assignment recordal fee. A duplicate copy of this Recordation Form Cover Sheet is enclosed.

8. 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.

Valerie Renee Irby

Typed or Printed Name of Person Signing

Valerie Renee Irby

Signature

3/15/2001

Date

ASSIGNMENT

WHEREAS, BASE TEN SYSTEMS, INC., a corporation organized and existing under the laws of the State of New Jersey, having its principal office at One Electronics Drive, Trenton, New Jersey 08619 ("Assignor"), owns the rights, title and interests in and to the following United States trademarks (the "Trademarks"):

<u>Trademark</u>	<u>Registration or Serial No.</u>	<u>Date</u>
Base 10	2322862	29-Feb-2000
Base Ten Systems	2317670	15-Feb-2000
Base 10 & design	2271593	24-Aug-1999
Pharmasyst	1975166	21-May-1996
FLOWSTREAM	(a) 1,742,257 Int. Cl. 16	(a) 12-May-1998 (Trans. Date)
		22-Dec-2002 (Exp. Date)
	(b) 1,681,589 Int. Cl. 9	(b) 12-May-1998 (Trans. Date)
		31-Mar-2002

AND WHEREAS, Assignor owns the rights, title and interests in and to the following United States patents (the "Patents," and together with the Trademarks, the "Intellectual Property"):

<u>Patent</u>	<u>Registration or Serial No.</u>	<u>Date</u>
A system for operating application software in safety critical environment	5339261	16-Aug-1994
A system for operating application software in safety critical environment	5521849	28-May-1996
A system for operating application software in safety critical environment	5506792	09-Apr-1996
A safety critical processor and processing method for a data processing system	5561767	01-Oct-1996
Pharmaceutical record keeping system	5831859	03-Nov-1998
Pharmaceutical record keeping system	5774875	30-Jun-1998

<u>Patent</u>	<u>Registration or Serial No.</u>	<u>Date</u>
Method and device for storing data	5354979	11-Oct-1994
Safety critical monitoring of microprocessor controller embedded systems	5553237	03-Sep-1996
Method for operating application software in a safety critical environment	5572671	05-Nov-1996
Method for online revision control	5970503	19-Oct-1999
Web access for a manufacturing execution system	5847957	08-Dec-1998


AND WHEREAS, ABB AUTOMATION INC. ("Assignee"), a corporation organized and existing under the laws of the State of Ohio, whose address is 501 Merritt 7, Norwalk, Connecticut 06851 ("Assignee"), wishes to acquire Assignor's entire rights, title and interests in and to the Intellectual Property;

NOW THEREFORE, in connection with the Asset Purchase Agreement by and between Assignor and Assignee, dated as of October 4, 2000 and for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all of Assignor's rights, title and interests in and to the Intellectual Property together with the goodwill of the business connected with the use of and symbolized by the Intellectual Property, including the right to recover and have damages and profits from any infringement, including past infringements, of any kind or nature, of said Trademarks and Patents.

Assignor further covenants to execute all additional instruments and to do all things necessary for carrying out the purpose of this instrument.

IN WITNESS WHEREOF, BASE TEN SYSTEMS, INC. has caused this Assignment to be signed in its corporate name by its duly authorized officer on this 10th day of October, 2000.

BASE TEN SYSTEMS, INC.

By: 
Stephen A. Cloughley
President and CEO