

08-01-2001

FORM: PTC- (Revised) (Rev. 6-95) OMB No. 0651-0011 (exp. 4/94) Copyright 1994-97 LegalStar P08/REV02

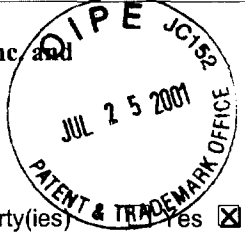
U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office



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To the Honorable Commissioner of Patents and Trademarks. Please return the attached original documents or copy thereof.

1. Name of conveying party(ies): Fisher Scientific International, Inc. and Fisher Scientific Company LLC
Additional names(s) of conveying party(ies) Yes No



2. Name and address of receiving party(ies):
Name: EPlus Inc.
Internal Address:
Street Address: 400 Herndon Parkway
City: Herndon State: VA ZIP: 20170
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
Execution Date: May 15, 2001

4. Application number(s) or registration numbers(s):
If this document is being filed together with a new application, the execution date of the application is:
A. Patent Application No.(s) 09/532,557
B. Patent No.(s) 6,023,683 6,055,516
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Thomas P. Pavelko, Esquire (#31,689)
Internal Address: STEVENS, DAVIS, MILLER & MOSHER, L.L.P.
Street Address: 1615 L Street, N.W., Suite 850
City: Washington State: DC ZIP: 20036

6. Total number of applications and patents involved: 3
7. Total fee (37 CFR 3.41): \$ 120.00
 Enclosed - Any excess or insufficiency should be credited or debited to deposit account
 Authorized to be charged to deposit account
8. Deposit account number: 19-4375

07/31/2001 LMJELLER 00000182 09532557
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DO NOT USE THIS SPACE TO EXTEND THE TIME FOR RESPONSE AS REQUIRED TO MAKE THE ATTACHED DOCUMENT TIMELY FILED. PLEASE CHARGE THE COST THEREOF TO DEPOSIT ACCOUNT 19-4375
THE APPLICANT HEREWITH PETITIONS
STEVEN DAVIS MILLER & MOSHER, L.L.P.
July 25, 2001

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.
Thomas P. Pavelko

Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document: 4

ASSIGNMENT

WHEREAS, FISHER SCIENTIFIC INTERNATIONAL INC., a Delaware corporation, and FISHER SCIENTIFIC COMPANY LLC a Delaware limited liability company and a wholly owned subsidiary of Fisher Scientific International Inc. (collectively, "Assignor"), is by assignment the sole owner of the entire right, title and interest in and to certain patent rights identified as follows:

U.S. Letters Patent filed on August 10, 1994 and assigned U.S. Patent Application Serial No. 08/288,577, issued as U.S. Patent No. 6,023,683;

U.S. Letters Patent filed on January 20, 1999, as a continuation of Application Serial No. 08/288,577, and assigned U.S. Patent Application Serial No. 09/234,366 issued as U.S. Patent No. 6,055,516;

U.S. Patent Application 09/532,557, filed on March 22, 2000, and claiming priority from U.S. Patents Nos. 6,023,683 and 6,055,516;

EP (European) Letters Patent Application No. EP 95305364.2 filed on August 1, 1995, and claiming priority from U.S. Patent No. 6,023,683, and published as EP 697669 A2;

CA (Canadian) Letters Patent Application No. CA 2155717 filed on August 9, 1995, and claiming priority from U.S. Patent No. 6,023,683;

JP (Japanese) Letters Patent Application No. JP 95204698 filed on August 10, 1995, claiming priority from U.S. Patent No. 6,023,683, and published May 31, 1996, as Kokai 8137913; and

WHEREAS, EPLUS INC., a Delaware corporation (the "Assignee"), wishes to acquire the entire right, title, and interest in and to the patent rights above identified;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that, for and in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by Assignor from Assignee is hereby acknowledged, Assignor has agreed to sell, assign, and transfer and by these presents does hereby sell, assign, and transfer unto Assignee the entire right, title, and interest in and to the patent rights above identified free and clear of all liens and encumbrances; any and all letters patent that may eventuate directly or indirectly from such patent rights anywhere in the world, and any reissues, reexaminations, extensions, substitutions, confirmations, divisions, and continuations of any of the foregoing (collectively, "Patent Rights"), to have and to hold for the sole and exclusive use and benefit of Assignee, its successors and assigns forever.

Assignor hereby covenants and agrees, for itself and for its legal representatives, to assist and cooperate with Assignee in the preparation and prosecution of any applications included within the Patent Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any applications or letters patent included within the Patent Rights and further to execute and deliver to Assignee any and all additional instruments that may be requested by Assignee for the purpose of implementing the terms of this Assignment.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any applications or letters patent included within the Patent Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular jurisdiction (such as, without limitation, the right of priority provided by the International Convention for the Protection of Industrial Property, as amended) and to invoke and claim such rights without the further written or oral authorization of Assignor.

Assignor hereby consents that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular jurisdiction for any purpose and more particularly in proof of the right of Assignee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended.

Assignor covenants and agrees that this Assignment and all of the terms hereof shall inure to the benefit of the successors, assigns, legal representatives, and nominees of Assignee, without the further written or oral authorization of Assignor.

The parties agree that the law of the State of New York shall control to any legal interpretation of this assignment.

IN TESTIMONY WHEREOF, the parties have caused their duly authorized representative to set his/her hand on its behalf on the 15th day of May 2001.

FISHER SCIENTIFIC INTERNATIONAL INC.

Signed: [Signature]

Printed: Todd M DuChene

Title: Vice Pres, Gen Counsel + Sec.

Date: 5-15-01

STATE OF NH)
) ss.
COUNTY OF Rockingham)

On this 15th day of May, 2001, personally appeared before me the above-named Todd M DuChene, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth in said instrument.

[Signature]

Notary Public, Rockingham County, NH
DIANE M. CAVANAUGH, Notary Public
My Commission Expires 11-18-2003

FISHER SCIENTIFIC COMPANY LLC

By: FISHER SCIENTIFIC INTERNATIONAL INC., its Sole Member

Signed: [Signature]

Printed: Todd M DuChene

Title: Vice Pres., Gen Counsel Sec

Date: 5-15-01

STATE OF NH)
) ss.
COUNTY OF Rockingham)

On this 15th day of May, 2001, personally appeared before me the above-named Todd M DuChene, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth in said instrument.

[Signature]
DIANE M. CAMANAUGH, Notary Public
My Commission Expires 11-18-2003

EPLUS INC.

Signed: _____

Printed: _____

Title: _____

Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me the above-named _____, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth in said instrument.

Notary Public, _____ County, _____

My commission expires: _____