



10-25-2002

U.S. Department of Commerce  
Patent and Trademark Office  
PATENT

REC

102260808

COVER SHEET  
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**Submission Type**

- ☒ New *10-17-02*
- ☐ Resubmission (Non-Recordation)  
Document ID#
- ☐ Correction of PTO Error  
Reel #  Frame #
- ☐ Corrective Document  
Reel #  Frame #

**Conveyance Type**

- ☒ Assignment ☐ Security Agreement
- ☐ License ☐ Change of Name
- ☐ Merger ☐ Other
- U.S. Government**  
(For Use ONLY by U.S. Government Agencies)
- ☐ Departmental File ☐ Secret File

**Conveying Party(ies)**

- ☐ Mark if additional names of conveying parties attached
- Name (line 1)  Thermold Partners L.P.  Execution Date  8/21/02

**Second Party**

- Name (line 1)  Execution Date
- Name (line 2)

**Receiving Party**

- ☐ Mark if additional names of receiving parties attached

- Name (line 1)  Setaram, Inc.
- Name (line 2)
- Address (line 1)  130 Gaither Drive
- Address (line 2)  Suite 116
- Address (line 3)  Mt. Laurel  NJ  08054
- City State/Country Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

- Name
- Address (line 1)
- Address (line 2)
- Address (line 3)
- Address (line 4)

10/24/2002 DBYRNE 00000077 502061 5152607  
01 FC:8021 120.00 CH

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**PATENT**  
**REEL: 013403 FRAME: 0170**

**Correspondent Name and Address**

Area Code and Telephone Number

609-919-4406

Name Carl A. Giordano

Address (line 1) Duane Morris LLP

Address (line 2) 100 College Road West, Suite 100

Address (line 3) Princeton, NJ 08540

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

# 4

**Application Number(s) or Patent Number(s)**

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)


5,152,607		
5,255,978		
5,360,267		

If this document is being filed together with a new Patent Application, enter the date the patent application was

Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT		PCT		PCT	
PCT		PCT		PCT	

**Number of Properties**

Enter the total number of properties involved.

# 3

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

120.00

Method of Payment:  
Deposit Account

Enclosed ☐

Deposit Account ☒

(Enter for payment by deposit account or if additional fees can be charged to the

Deposit Account Number:

# 50-2061

Authorization to charge additional fees:

Yes



No



**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. Charges to deposit account are authorized, as indicated herein.

Arthur L. Plevy

Name of Person Signing

Signature

Date

10-1-02

## ASSIGNMENT

ASSIGNMENT, dated August 21, 2002, from TherMold Partners L.P., a Delaware limited partnership ("Seller"), to SETARAM Inc., a Delaware corporation ("Buyer").

WHEREAS, Seller is the sole and exclusive owner in and to intellectual property included in the Assets (as defined in the Asset Purchase Agreement, dated August 21, 2002 (the "Agreement"), between Seller and Buyer), including the patents, trademarks, trade names, trade dresses, service marks, copyrights, and other intellectual property described on Schedule I hereto (collectively, the "Intellectual Property"); and

WHEREAS, pursuant to the Agreement, Buyer wishes to acquire all right, title, and interest in and to the Intellectual Property.

### I. ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration paid by Buyer, the receipt and sufficiency of which are hereby acknowledged, Seller hereby assigns to Buyer all right, title, and interest in and to the Intellectual Property, together with the goodwill of the business in connection with which the Intellectual Property is used, and all registrations and applications therefor, in the United States, its territories and possessions, and throughout the world, as well as renewals and extension of the registration that are or may be secured under the laws of the United States, its territories and possessions, and throughout the world, now or hereafter in effect, for Buyer's own use and enjoyment, and for the use and enjoyment of Buyer's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Seller if this Assignment had not been made.

Seller requests the Commissioner of Patents and Trademarks to record Buyer as the Buyer and owner of any Intellectual Property which constitutes a registered trademark or service mark.

### II. FURTHER ASSURANCES

Seller shall provide to Buyer, its successors, assigns, or other legal representatives, cooperation and assistance at Buyer's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, and other documentation as may be reasonably required), in (a) the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Intellectual Property; (b) the prosecution or defense of any oppositions, interferences, infringement suits, or other proceedings that may arise in connection with any of the Intellectual Property, including, but not limited to, testifying as to any facts relating to the Intellectual Property and this Assignment; (c) obtaining any additional trademark or similar protection for any of the Intellectual Property that Buyer may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or throughout the world; and (d) the implementation or perfection of this Assignment.

Seller hereby constitutes and appoints Buyer the true and lawful attorney of Seller, with full power of substitution, in the name of Buyer or in the name of Seller, but by and on behalf

and for the sole benefit of Buyer, to do all such acts and things and execute any instruments in relation thereto as Buyer shall deem advisable in order to assert ownership of, or receive, collect, or assert or enforce any right, title, benefit, or interest of any kind in or to, the Intellectual Property. Seller agrees that the foregoing appointment made and powers hereby granted are coupled with an interest and shall be irrevocable by Seller.

Seller does hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America to record Buyer as owner of the Intellectual Property and to issue any and all registrations, including renewals thereof, to Buyer, its successors, assigns, nominees, or other legal representatives.

THERMOLD PARTNERS L.P.

By: TherMold Corporation,  
General Partner

By: James I. Wyer  
Name: James I. Wyer  
Title: Vice President

## ASSIGNMENT

**TherMold Partners L.P.**, a limited partnership duly organized and existing under the laws of the State of Delaware, United States of America, and having its principal place of business at 652 Glenbrook Road, Stamford, Connecticut 06906

in consideration of the sum of One Dollar, receipt of which is hereby acknowledged, do hereby assign unto

**SETARAM, Inc.**, a corporation duly organized and existing under the laws of the State of Delaware, United States of America, and having its principal place of business at 130 Gaither Drive, Suite 116, Mt. Laurel, New Jersey 08054

all our rights in our inventions entitled:

**"Process for Analyzing Relaxation Spectra and Resonance's in Materials,"** for which U.S. Patent No. 5,152,607 has been granted on October 6, 1992;

**"Apparatus for Analyzing Relaxation Spectra and Resonances in Materials by Thermally Stimulated Recovery,"** for which U.S. Patent No. 5,255,978 has been granted on October 26, 1993; and

**"Apparatus for Analyzing Relaxation Spectra and Resonance's in Materials by Thermally Stimulated Recovery,"** for which U.S. Patent No. 5,360,267 has been granted on November 1, 1994;

Dated: August 21, 2002

THERMOLD PARTNERS, L.P.

By: TherMold Corporation

By: James I. Wyer

Name: James I. Wyer

Title: Vice President

STATE OF NEW JERSEY     )  
  ) ss:  
COUNTY OF ESSEX         )

On this 21<sup>st</sup> day of August, 2002 before me, the subscriber, personally appeared James I. Wyer, to me personally known and known to me to be the same person described in and who executed the within instrument, and he acknowledged to me that he executed the same.

Louise P. Thompson

LOUISE P. THOMPSON

A Notary Public New Jersey

My Commission Expires Nov 27, 2004

STATE OF NEW JERSEY

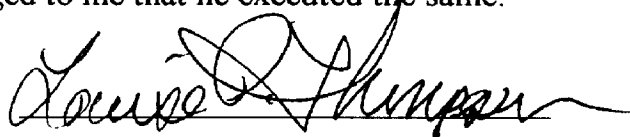
)

) ss.:

COUNTY OF ESSEX

)

On this 21st day of August, 2002 before me, the subscriber, personally appeared James I. Wyer, to me personally known and known to me to be the same person described in and who executed the within instrument, and he acknowledged to me that he executed the same.

A handwritten signature in black ink, appearing to read "Louise D. Thompson", written over a horizontal line.

LOUISE D. THOMPSON  
A Notary Public, New Jersey  
My Commission Expires Nov 27, 2006

**CERTIFICATE OF MAILING BY FIRST CLASS MAIL (37 CFR 1.8)**

Docket No.

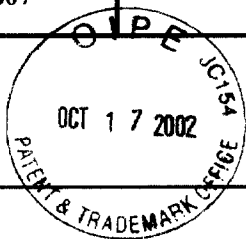
Applicant(s): **TherMold**Serial No.  
**USP5152607**

Filing Date

Examiner

Group Art Unit

Invention:

I hereby certify that this **Assignment with conveyance cover; postcard***(Identify type of correspondence)*

is being deposited with the United States Postal Service as first class mail in an envelope addressed to: The

Assistant Commissioner for Patents, Washington, D.C. 20231 on

**10/1/02***(Date)***Susan Barlett***(Typed or Printed Name of Person Mailing Correspondence)**(Signature of Person Mailing Correspondence)***Note: Each paper must have its own certificate of mailing.**