

07-18-2001

Form PTO-1594
(Rev. 03/01)
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101781645

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): 7-1601
Media Cybernetics, L.P.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: MCB Acquisition Subsidiary, Inc.
Internal Address: _____
Address: _____
Street Address: 160 Ben Burton Road
City: Bogart State: GA Zip: 30622
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: July 2, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
75755808
76114312

B. Trademark Registration No.(s) 1600441
2002968
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Louis C. Spelios
Internal Address: _____
Street Address: Powell, Goldstein
191 Peachtree Street, NE, 16th Floor
City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved: 14
7. Total fee (37 CFR 3.41).....\$ 560.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: _____
(Attach duplicate copy of this page if paying by deposit account)

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.
Louis C. Spelios
Name of Person Signing

DO NOT USE THIS SPACE
[Signature]
Signature
July 11, 2001
Date
Total number of pages including cover sheet, attachments, and document: 6
Refund Ref: 07/18/2001 DBYRNE 000010780
CHECK Refund Total: \$195.00

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

07/18/2001 DBYRNE 00000030 75755808 -
01 FC:481
02 FC:482
40.00 OP
325.00 OP

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TRADEMARK
REEL: 002331 FRAME: 0012

Addendum to Recordation Form Cover Sheet
Trademarks Only

4.B. Additional Trademark Registration Numbers:

2131634
2015261
2096752
2096751
2001361
2232007
2355847
1682682
2303772
2307186

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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Assignment") is made this 2nd day of July, 2001, by **MEDIA CYBERNETICS, L.P.**, a Delaware limited partnership (the "Assignor"), to **MCB ACQUISITION SUBSIDIARY, INC.**, a Delaware corporation (the "Assignee").

STATEMENT OF FACTS

WHEREAS, Assignor, Assignee, Media Cybernetics, Inc., a Delaware corporation and general partner of the Assignor (the "General Partner"), and Roper Industries, Inc., a Delaware corporation and parent of the Assignee (the "Parent"), have entered into an Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of June 7, 2001, pursuant to which Assignor shall sell, transfer, assign, and deliver to the Assignee substantially all of the assets owned or used by, and certain of the liabilities of, the Assignor, and the Assignee shall purchase and accept such assets, and assume such liabilities, and in connection therewith, the Assignor will receive consideration in the form of cash, subject to the terms and conditions of the Asset Purchase Agreement; and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, and in consideration therewith, Assignor wishes to transfer and assign to Assignee all of its right, title and interest in and to the service marks and trademarks set forth on Exhibit A attached hereto (the "Marks"), along with all goodwill pertaining thereto, and the parties wish to evidence this absolute transfer of rights by this instrument of assignment.

ASSIGNMENT

1. Assignor hereby irrevocably sells, assigns and transfers to Assignee, and Assignee hereby accepts, Assignor's entire worldwide right, title and interest in and to the Marks, together with all the goodwill of the business associated therewith and symbolized thereby, and any trademark registrations and trademark applications Assignor has filed in the United States Patent and Trademark Office and in any foreign countries with respect to the Marks, along with any priorities, rights or registrations resulting therefrom; and any and all rights and causes of action to recover past, present, or future damages, royalties, fees, profits, or other relief, including equitable or injunctive relief, arising from infringement of the Marks by a third party and to which Assignor is or would have been entitled had the Assignment not been made.

2. The Marks are to be held and enjoyed by Assignee for the exclusive use and benefit of Assignee and Assignee's representatives, successors, and assigns, as fully and entirely as the same would be held and enjoyed by Assignor had this Assignment not been made.

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TRADEMARK
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IN WITNESS WHEREOF, Assignor has, by its duly authorized officer, executed this Assignment on the date first above written.

ASSIGNOR:

Media Cybernetics, L.P.

By: Media Cybernetics, Inc., its General Partner

By: Michael P. Galvin
Michael P. Galvin
President

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Exhibit A

Marks, Registrations, and Applications

Mark or Product	Reg. Date U. S.	Reg. Number U. S.	Reg. Date France	Reg. Number France	Reg. Date Germany	Reg. Number Germany	Reg. Date Italy	Reg. Number Italy	Reg. Date U. K.	Reg. Number U. K.	Reg. Date U. K.
Media Cybernetics (and logo)	6/12/90	1600441									
HALO	09/24/96	2002968									
Image-Pro	1/27/98	2131634									
Prints-Pro	11/12/96	2015261									
Stage-Pro	9/16/97	2096752									
Materials Pro	9/16/97	2096751									
Gel-Pro	09/17/96	2001361									
Scope-Pro	03/16/99	2232007									
Fluoro-Pro	06/06/00	2355847									
Array-Pro	Application filed 7/20/99										
Optimas	04/14/92	1682682	04/28/95	94545519	10/26/95	39402537	12/30/96	700963	11/18/94	2003037	10/18/07
Optimate	12/28/99	2303772									
From Images to Answers	01/11/00	2307186									
Imagepro shop.com	Application filed 8/22/00										

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Media Cybernetics, L.P. Trademarks table con't

Reg. Date U. K.	Reg. Number U. K.	Renewal Deadline U. K.	Reg. Date Korea	Reg. Number Korea	Reg. Date E. C.	Reg. Number E. C.	Reg. Date Canada	Reg. Number Canada	Reg. Date China	Reg. Number China	Reg. Date Taiwan	Reg. Number Taiwan
02/06/96	1444867	10/18/07	06/16/98	404853	05/05/00	978,438	in process		in process		in process	

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