

07-27-1998



FILED
MAY 20 1998
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To the Honorable Commissioner

100777519

Record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Novo Vivo, Inc.

- Individual(s)
 - General Partnership
 - Corporation-State
 - Other _____
- Association
 - Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: 7 March 1995

2. Name and address of receiving party(ies)

Name: Mark L. Anderson

Internal Address: _____

Street Address: S303 McKay Avenue

City: Spring Valley State: WI ZIP: 54767

- Individual(s) citizenship U.S.
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,701,367
1,739,400

Additional numbers attached? Yes No

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

Name: Joel D. Skinner, Jr.

Internal Address: Skinner and Associates

Street Address: 619 Second St., STE. 201

City: Hudson State: WI ZIP: 54016

6. Total number of applications and registrations involved: _____

2

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account
any underpayment or overpayment
for this recordation.

8. Deposit account number:

19-2381

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Joel D. Skinner, Jr.

Name of Person Signing

Signature

7-17-98

Date

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

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

Commissioner of Patents & Trademarks, Box Assignment
Washington, D.C. 20231

TRADEMARK

REEL: 1759 FRAME: 0760

07/23/1998 SSMITH 00000049 192381 1701367

01 FC:481 40.00 OP
02 FC:482 25.00 CH

1701367
1701367
00000029 192381
00000049 DM: 92381
25.00 CH

ASSIGNMENT OF TRADEMARK RIGHTS

THIS AGREEMENT ("Agreement") is entered into as of the 7th day of March, 1995, by and between Novo Vivo, Inc., having its principal place of business at 177 Neal Avenue North, Stillwater, MN 55082 ("Assignor"), and Dr. Mark L. Anderson, having his principal place of business at S303 McKay Avenue, Spring Valley, WI 54767 ("Assignee").

WITNESSETH:

WHEREAS, Assignor has adopted, used and is using, or has a bona fide intent to use, the marks listed in Schedule A hereto;

WHEREAS, Assignor is desirous of selling any and all rights that it has in and to said marks listed in Schedule A, and any and all registrations and applications for registrations pertaining to said marks, together with the good will of the business in connection with which said marks are or will be used and which is symbolized by said marks, to Assignee; and

WHEREAS, Assignee is desirous of acquiring any and all rights that Assignor may have in and to said marks listed in Schedule A, and any and all registrations and applications for registrations pertaining to said marks, together with the goodwill of the business in connection with which said marks are or will be used and which is symbolized by said marks;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor and Assignee do hereby agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

"The mark", "said mark", "mark" and "marks" shall mean any and all marks listed in Schedule A.

2. Assignment of Rights. Assignor hereby assigns, sells and transfers unto Assignee all right, title and interest in and to any and all marks listed in Schedule A, and any and all registrations and applications for registration therefor, together with the good will of the business in connection with which said marks are used or will be used, and which is symbolized by said marks, along with the right to recover for damages and profits for past infringements thereof.

3. Consideration for Assignment. Assignee shall pay Assignor the sum of One Dollar (\$ 1.00) and other good and valuable consideration.

4. Agreement to Perform Necessary Future Acts. Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments and assignments and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title and interest in and to said marks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

5. Amendment. This Agreement may not be amended, modified or altered except by written instrument duly executed by both of the parties hereto, except as otherwise provided herein.

6. No Waiver. No failure or delay by either party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.

7. Severability. If a court of competent jurisdiction makes a final determination that any provision of this agreement (or any portion thereof) is invalid, illegal or unenforceable for any reason whatsoever, and all rights to appeal the determination have been exhausted or the period of time during which any appeal of the determination may be perfected has expired:

- (a) The validity, legality and enforceability of the remaining provision of this Agreement will not in any way be affected or impaired thereby; and
- (b) To the fullest extent possible, the provisions of this Agreement will be construed as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

8. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon the parties hereto, and their successors and assigns.

9. Governing Law and Dispute Resolution. This Agreement will be governed and construed in accordance with the laws of the State of Wisconsin. Any and all actions arising under this Agreement will be filed and maintained only in a state or federal court of competent jurisdiction sitting in the State of Wisconsin, and the parties hereby consent to the jurisdiction and venue of such courts solely for the propose of resolution of any such dispute.


10. Headings. The subject headings of the sections of this Agreement are for convenience only, and will not affect the construction or interpretation of any of its provisions.

11. Incorporation By Reference. Any and all appendixes, schedules, exhibits and other documents which are attached to and referred to in this Agreement are incorporated herein and made a part hereof by reference.

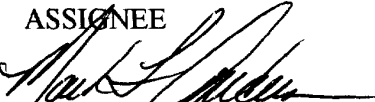
12. Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and will be deemed to supersede all prior and contemporaneous agreements, representations and understandings whether written or oral, and the same will be deemed to have been merged into this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above-written.

ASSIGNOR

By: 
Name: Mark L. Anderson
Title: President, Novo Vivo, Inc.

ASSIGNEE

By: 
Name: Mark L. Anderson
Title: Individual

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SCHEDULE A

1. Trademark: JOLT
Federal Registration No.: 1,701,367
Registration Date: 07/21/92

2. Trademark: SILEUM
Federal Application Serial No.: 1,739,400
Registration Date: 12/15/92