

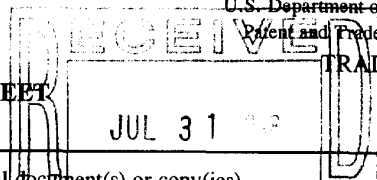
08-07-1998



FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

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



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
 - License
 - Security Agreement
 - Nunc Pro Tunc Assignment
 - Merger
 - Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Medical Systems Corp.

Formerly

Execution Date
Month Day Year
06 30 98

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization New York

Receiving Party

Mark if additional names of receiving attached

Name

DBA/AKA/TA

Composed of Harvard Apparatus, Inc.

Address (line 1) 84 October Hill Road

Address (line 2)

Address (line 3) Holliston MA 01764
City State/Country Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization Massachusetts

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 should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

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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

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MRD 7-30-98

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)

Correspondent Name and Address

Area Code and Telephone Number (617) 570-1000

Name Joan C. Kelleher
Address (line 1) Goodwin, Procter & Hoar LLP
Address (line 2) 53 State Street
Address (line 3) Exchange Place
Address (line 4) Boston, MA 02109-2881

Pages

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

8

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

2,071,183

Number of Properties

Enter the total number of properties involved

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

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

Deposit Account Number:

07-1700

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.

H. David Henken

Name and Person Signing


Signature

7/30/98
Date Signed

TRADEMARK LICENSE AGREEMENT

This AGREEMENT dated as of June 30, 1998 made by and between Medical Systems Corp., a New York corporation ("Licensor"), and Harvard Apparatus, Inc., a Massachusetts corporation ("Licensee").

INTRODUCTION

WHEREAS, on the date hereof, Licensor is selling a substantial portion of its assets to Licensee pursuant to an Asset Purchase Agreement dated as of June 19, 1998 by and among Licensor, Licensee and certain other parties named therein (the "Purchase Agreement");

WHEREAS, it is an integral part of and as a condition precedent to the Closing of the transactions contemplated by the Purchase Agreement, that Licensor license to Licensee on a perpetual, world-wide, fully-paid, royalty-free basis, the right to use the name "MS Medical Systems Corp. The Right Technology" and all related and associated logos and trademarks with respect thereto for use in connection with the conduct of the Business and any and all improvements to the Products from and after the Closing and activities in "non-human" markets.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, including, without limitation, the consideration given pursuant to the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Licensee and Licensor agree as follows:

Section 1. DEFINITIONS

As used in this Agreement, the following terms, whether used in the singular or plural, shall have the following meanings:

1.1 "Business" shall have the meaning set forth in the Purchase Agreement.

1.2 "Licensor Trademark Rights" means the United States Trademark No. 2071183 (the "Trademark") for the name "MS Medical Systems Corp. The Right Technology" together with any related or associated logos and any trademarks or trademark applications throughout the world related thereto, including any substitutions, extensions, reissues, reexaminations, renewals, divisions, continuations or continuations-in-part, which Licensor owns, controls or has rights in or to, as of the date of this Agreement and thereafter.

1.3 "Market" means all uses other than human uses regulated by the U.S. Food and Drug Administration and equivalent medical device regulatory bodies in other countries.

1.4 "Party" means Licensee or Licensor; "Parties" means Licensee and Licensor.

1.5 “Third Party” shall mean any party other than Licensee or Licensor.

1.6 All other capitalized terms used herein without definition shall have the meaning set forth in the Purchase Agreement.

Section 2. LICENSE

2.1 License of Licensor Trademark Rights. Licensor hereby grants to Licensee a perpetual, worldwide, exclusive fully-paid, royalty-free license to use the Licensor Trademark Rights, including, without limitation, the right to sublicense any or all of such rights in connection with the conduct of the Business and any and all improvements to the Products and activities in the Market.

2.2 Notwithstanding anything contained herein to the contrary, in the event that Licensee or any of its affiliates, assignees or sub-licensees ceases to manufacture, produce or sell, or ceases to cause to be manufactured, produced or sold, the Products or any improvements to the Products, Licensor may, at its election upon providing Licensee with not less than ninety (90) days prior written notice, terminate this Agreement.

2.3 The Licensor shall at the request of the Licensee, and at the Licensee's expense, execute and take all steps reasonably requisite for the registration or recording of the license granted hereunder in such form as may be reasonably required by the Licensee.

Section 3. REPRESENTATIONS, WARRANTIES AND COVENANTS

3.1 Licensor Representations and Warranties. Licensor hereby represents and warrants that (i) it has the full power and authority to grant to Licensee all of the rights granted to Licensee herein and that its execution, delivery and performance of this Agreement has been duly authorized by all required corporate action by Licensor, (ii) it is the sole legal and beneficial owner of the Licensor Trademark Rights, and (iii) it is unaware of any rights superior to its rights in the Licensor Trademark Rights.

3.2 Licensee Representations and Warranties. Licensee hereby represents and warrants that it has the full power and authority to enter into this Agreement and that its execution, delivery and performance of this Agreement has been duly authorized by all required corporate action by Licensee.

Section 4. INTELLECTUAL PROPERTY RIGHTS; COVENANTS

4.1 Ownership. Licensor shall retain all of its right, title and interest in and to all Licensor Trademark Rights, subject to the licenses granted hereby and the rights contained in Section 4.2 below.

4.2 Automatic Transfer Upon Certain Events. If (i) if Licensor shall generally be unable to pay its debts as such debts become due (except such debts that are the subject of a good faith dispute), or shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors, or any proceeding shall be instituted by or against it seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee or other similar official for it or for any substantial part of its property, or (ii) Licensor shall, fail to take such steps as are necessary to maintain the Trademark, then in each such instance described in clauses (i) and (ii) above Licensor shall without any further act or deed, be deemed to hereby have sold transferred and conveyed to Licensee the Licensor Trademark Rights for \$10.00. Upon any such event, Licensor shall execute and deliver such documents as Licensee shall reasonably request to vest all right title and interest in and to the Licensor Trademark Rights in the Licensee, and Licensor hereby grants Licensee a power of attorney, which such power of attorney is coupled with an interest to execute and deliver such documents in the event Licensor fails to do so.

4.3 Covenants.

- (a) Licensor hereby covenants that it shall at its own expense take any and all action that may be required to maintain the registration of any of the Licensor Trademark Rights.
- (b) Licensee hereby covenants that it will not use the Licensor Trademark Rights in a manner which is likely to cause intentional harm to the goodwill attended to the Licensor Trademark Rights. If Licensor at any time reasonably determines that the Licensor Trademark Rights are not being used by Licensee in accordance with appropriate standards of quality necessary to maintain the Licensor Trademark Rights, Licensor may notify Licensee in writing of such deficiencies. If Licensee has not corrected such deficiencies within ninety (90) days of receiving such notice, then the matter shall be submitted to J.A.M.S./Endispute for binding arbitration as provided in Section 7.12 hereof.

Section 5. TERM

5.1 Term. This Agreement shall remain in effect in perpetuity.

Section 6. INFRINGEMENTS

6.1 The Licensee and Licensor, as the case may be, shall forthwith give written notice (in accordance with the provisions of Section 7.1) to the other Party of any of the

following matters which may at any time during the term of this Agreement come to their knowledge, giving full particulars thereof:

- (a) any infringement or suspected or threatened infringement of the Licensor Trademark Rights, whether by reason of imitation or otherwise;
- (b) any allegation or complaint made by any third party that the use by either the Licensor or Licensee, as the case may be, may be liable to cause deception or confusion to the public; or
- (c) any other form of attack, charge or claim to which the Licensor Trademark Rights may be subject.

Provided always that the notifying party shall not make any admissions in respect of such matters other than to the notified party and provided further that the notifying party shall in every case furnish the notified party with all information in its possession relating thereto which may be reasonably required by the notified party.

6.2 Licensor shall consult with Licensee on any matter within the scope of Section 6.1 on the appropriate course of action. The Licensor shall have the first right to assume the conduct of any actions and proceedings (whether in its own name or that of the Licensee) relating to the Licensor Trademark Rights and shall bear the costs and expenses of any such actions and proceedings. In any matter within the scope of Section 6.1 that Licensor elects not to take action Licensee may take action, at Licensee's sole expense and Licensor shall cooperate in the prosecution of such action.

Section 7. MISCELLANEOUS PROVISIONS

7.1 Notifications. All notices or other communication in connection with this Agreement must be in writing and shall be forwarded, charges prepaid, by registered mail, return receipt requested, or by facsimile or telex confirmed by registered mail, properly addressed or telefaxed to the respective Parties as follows:

if to Licensor: Medical Systems Corp
1 Plaza Road
Greenvale, NY 11548
Attn: Harry Benedict, President
Tel: (516) 621-9190
Fax: (516) 621-8503

with a copy to: Spizz & Cooper
114 Old Country Road
Mineola, NY 11501
Attn: Mitchell J. Cooper, Esq.

Tel: (516) 747-8877

Fax: (516) 747-8741

if to Licensee:

Harvard Apparatus, Inc.

84 October Hill Road

Holliston, MA 01764

David Green, President

Tel: (508) 893-8999

Fax: (508) 429-5732

with a copy to:

Goodwin, Procter & Hoar LLP

Exchange Place

Boston, MA 02109-2881

H. David Henken, Esq.

Tel: (617) 570-1672

Fax: (617) 523-1231

or such other address as a Party shall from time to time advise; and shall be deemed to have been received on the date of confirmed transmission of any such facsimile or telex or on the third day following the mailing of any such correspondence.

7.2 Integration. This Agreement constitutes the entire agreement between the Parties hereto relating to the subject matter hereof, and supersedes all prior discussions, understandings or undertakings regarding the subject matter hereof. No agreement or understanding varying, amending, extending or waiving this Agreement or any provision of this Agreement shall be valid or binding unless set forth in a written instrument which specifically references this Agreement and is signed by the Parties.

7.3 Arbitration. The parties agree that except for any matter where the remedy sought involves specific performance, injunctive relief or other equitable remedy, any controversy or dispute arising under this Agreement shall be referred to J.A.M.S./Endispute, to be settled by arbitration in Boston, Massachusetts in accordance with the arbitration rules of such entity. The fees and expenses of the arbitrator shall be borne by the Licensor and the Licensee in such proportions as shall be determined by the arbitrator, or if there is no such determination, then such fees and expenses shall be borne equally by the Licensor and the Licensee. The determination of the arbitrator as to any controversy or dispute shall be conclusive and binding upon the parties hereto and judgment may be entered thereon in any court having jurisdiction thereof, including, without limitation, any Superior Court in The Commonwealth of Massachusetts.

7.4 Waiver. The waiver by any Party of a breach or a default of any provision of this Agreement by any other Party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of a Party to

exercise or avail itself of any right, power or privilege that shall or it has or may have hereunder operate as a waiver of any right, power or privilege by such Party.

7.5 Headings. The headings contained in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement.

7.6 Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected.

7.7 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and permitted assigns. Notwithstanding anything to the contrary contained herein, this Agreement may not be assigned by either Party hereto, unless the proposed assignee in connection with any such proposed assignment (as a condition thereof) executes an agreement agreeing to be bound by all the terms hereof applicable to the assigning Party and delivers such agreement to the non-assigning Party. Any such assignment shall be deemed void unless the provisions of this Section 7.7 have been complied with. No assignment shall relieve the assigning Party of its obligations hereunder.

7.8 Independent Contractors. The relationships between the Parties is a relationship between independent contractors, and is not a joint venture, partnership or agency, and neither Party to any such relationship shall have authority to obligate the other or purport to do so.

7.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of such together shall constitute one and the same instrument.

7.10 Publicity. No Party shall originate any publicity, news release or other public announcement, written or oral, relating to this Agreement without the prior written approval of each other Party except as otherwise required by law. Such approval shall not be unreasonably withheld.

7.11 Injunction. The Parties hereto agree that it would be difficult to measure any damages caused to the non-breaching Party which might result from any breach of the promises set forth in this Agreement, and that in any event money damages would be an inadequate remedy for any such breach. Accordingly, each of the Parties hereto agrees that if the other Party breaches, or proposes to breach, any portion of this Agreement, the non-breaching Party shall be entitled to, in addition to all other remedies that they may have, to an injunction or other appropriate equitable relief to restrain any such breach without showing or proving any actual damage to such Party.

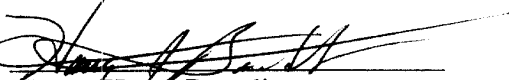
7.12 Governing Law. The validity, construction and interpretation of this Agreement, and the rights and duties of the Parties shall be governed and construed in

accordance with the laws of The Commonwealth of Massachusetts, without giving effect to its conflicts of laws provisions.


7.13 Arbitration. The parties agree that, except for any matter where the remedy sought involves an equitable remedy, specific performance or injunctive relief, any controversy or dispute arising under this Agreement shall be referred to J.A.M.S./Endispute, to be settled by binding arbitration in Boston, Massachusetts in accordance with the arbitration rules of such entity. The fees and expenses of the arbitrator shall, as between Licensor and Licensee, be borne by them in such proportions as shall be determined by the arbitrator, or if there is no such determination, then such fees and expenses shall be borne equally by Licensor and Licensee. The determination of the arbitrator as to any controversy or dispute shall be conclusive and binding upon the parties hereto and judgment may be entered thereon in any court having jurisdiction thereof, including, without limitation, any Superior Court in The Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their names by their properly and duly authorized officers or representatives as of the date first above written.

MEDICAL SYSTEMS CORP.

By: 
Name: Harry Benedict
Title: President

HARVARD APPARATUS, INC.

By: 
Name: David Green
Title: President

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