

02-11-1999

RE

FORM PTO-1594 (Modified)
(Rev. 6-93)



J.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

100964091

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

1. Name of conveying party(ies):

SECURITY CONCEPTS INTERNATIONAL, INC.

- Individual(s)
- General Partnership
- Corporation - State - Louisiana
- Other

- Association
- Change of Name

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

3. Nature of conveyance:

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

Execution Date: January 18, 1999

2. Name and address of receiving party(ies)

Name: CIVIGENICS, INC.

Internal Address: 100 Locke Drive
Marlborough, MA 01752

Street Address: 100 Locke Drive
Marlborough, MA 01752

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

If assignee is not domiciled in the United States, a domestic designation is attached. Yes No
(Designations must be a separate document form)

Additional name(s) & addresses(es) attached? Yes No

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

A. Trademark Application No.(s)

74/105,567

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Thomas M. Sullivan
Address: MINTZ, LEVIN, COHN, FERRIS
GLOVSKY and POPEO, P.C.
One Financial Center
Boston, MA 02111

6. Total number of applications and trademarks involved: [1]

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

Enclosed

Should the amount of the enclosed fee be insufficient, the Commissioner is hereby authorized to charge the balance due to the deposit account of the undersigned.

8. Deposit Account No: 50-0311

02/11/1999 DCDATES 00000020 74105567

01 FC:481

40.00 DP

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.

Thomas M. Sullivan, 39,392

February 8, 1999

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: [3]

Mail to: Box ASSIGNMENT
Commissioner of Patents and Trademarks
Washington, D.C. 20231

TRADEMARK
REEL: 1853 FRAME: 0436

ASSIGNMENT OF TRADEMARK

This Assignment of Trademark, dated as of January 15, 1999, is executed by SECURITY CONCEPTS INTERNATIONAL, INC., a Louisiana corporation (the "Assignor"), in favor of CIVIGENICS, INC., a Massachusetts corporation (the "Assignee").

WHEREAS, the Assignor and the Assignee are entering into a certain Asset Purchase Agreement dated of even date herewith (the "Purchase Agreement"), pursuant to which the Assignee is acquiring certain of the assets of the Assignor; and

WHEREAS, pursuant to the Purchase Agreement, on the terms and subject to the conditions contained in the Purchase Agreement, the Assignor has agreed to assign to the Assignee all of the Assignor's right, title and interest in certain trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignor agrees as follows:

The Assignor hereby assigns to the Assignee all of the Assignor's rights, title and interest in and to the trademarks described on Schedule A, attached hereto, together with the goodwill of the business associated therewith and the right to sue third parties for infringement and to recover damages for past and future infringement of such trademarks.

IN WITNESS WHEREOF, the Assignor has caused this Assignment of Trademarks to be duly executed under seal as of and on the date first written above.

SECURITY CONCEPTS INTERNATIONAL, INC., Assignor

By: *Edward S. Afeman*
Edward S. Afeman, President

State of *Louisiana*)
County of *Lafayette*)

On this 15th day of January, 1999, before me personally appeared Edward S. Afeman, to me personally known, who, being by me duly sworn, did say that he is the President of SECURITY CONCEPTS INTERNATIONAL, INC., and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]

Notary Public
My Commission Expires: *at death*

SCHEDULE A

"Secon" and its Logo, Trademark
Serial No. 74-105,567

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