

9/1/99

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

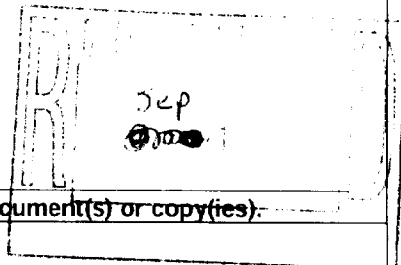
09-03-1999

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



101135716

**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 (Non-Recordation)  
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  
**7/16/99**

**Conveying Party**

Mark if additional names of conveying parties attached  
Execution Date  
Month Day Year

Name **Genesis, Inc.**

**8/30/999**

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization **Massachusetts**

**Receiving Party**

Mark if additional names of receiving parties attached

Name **Genesis Limited**

DBA/AKA/TA

Composed of

Address (line 1) **12-50 Kingsgate Road**

Address (line 2) **Kingston, Surrey**

Address (line 3)  **United Kingdom**  **KT2 5AA**

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership

- Corporation  Association

Other

Citizenship/State of Incorporation/Organization **ENGLAND**

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**

09/02/1999 DNGUYEN 00000240 75451258

01 FC:481  
02 FC:482

40.00 OP  
125.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231  
REEL: 001953 FRAME: 0042

**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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments. **Asset Contribution Agreement**

#

**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)		
<input type="text" value="75 451258"/>	<input type="text" value="75 572094"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75 503749"/>	<input type="text" value="75 572093"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75 451257"/>	<input type="text" value="75 751975"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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:

#

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.

Frederic J. Marx



August 30, 1999

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

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

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

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual     General Partnership     Limited Partnership     Corporation     Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual     General Partnership     Limited Partnership

Corporation     Association

Other

Citizenship/State of Incorporation/Organization

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**Trademark Application Number(s)**

**Registration Number(s)**

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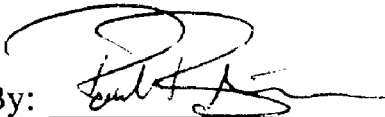
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**APPOINTMENT OF DOMESTIC REPRESENTATION**

I, Paul Bateman, President of Genosis Limited, hereby appoint Frederic J. Marx, Esquire, Hemenway & Barnes, 60 State Street, Boston, Massachusetts 02109, as my domestic representative for the assignment of the following trademarks:

<u>Trademark</u>	<u>Serial Number</u>
OVAVIEW	75 503749
FERTELL	75 451257
GENOSIS	75 451258
VASTELL	75 572093
OVATELL	75 572094
"OVAVIEW" DESIGN	75 751975

GENOSIS LIMITED

By:   
Paul Bateman, President

Dated: 20<sup>TH</sup> Aug. 49.

## ASSET CONTRIBUTION AGREEMENT

Agreement entered into effective as of July 16, 1999, by and between GENOSIS, INC., a Massachusetts corporation (the "Transferor"), and GENOSIS LIMITED, a United Kingdom corporation (the "Transferee"). The Transferor and the Transferee are referred to collectively herein as the "Parties".

This Agreement contemplates a transaction in which the Transferor will contribute all of its business with specific exceptions enumerated herein, (the "Business") to the Transferee in return for shares of capital stock of the Transferee ("Common Stock") and the Transferee's assumption of certain of the Transferor's liabilities.

Now, therefore, in consideration of the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows.

1. Definitions. Any term used in this Agreement and not defined in this Section 1 shall have the meaning assigned to it therein.

"Business" means the business carried on by the Transferor as a going concern as of July 16, 1999, under the name of GENOSIS, INC.

"Contributed Assets" means all right, title, and interest in and to all of the assets of Transferor comprised in the Business, including all

- (a) tangible personal property located at the Transferor's facility in Kingston-Upon-Thames, England (the "Kingston Site") and in the possession of John F. Cvinar at 94 Ridge Road, Winchester, MA (such as machinery, equipment, personal computers, copiers, fax machines supplies, manufactured and purchased parts, goods in process and finished goods, office furniture, automobiles, and tools), and all other equipment necessary to operate the Transferee's business;
- (b) Intellectual Property, goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the laws of all jurisdictions,
- (c) agreements, contracts, indentures, mortgages, instruments, Security Interests, guaranties, other similar arrangements, and rights thereunder, including (i) all research agreements, (ii) all equipment agreements or letters of intent and (iii) all supplier contracts, including deposits held by suppliers;
- (d) accounts, notes, and other receivables;
- (e) claims, deposits, prepayments, refunds, causes of action, choses in action, rights of recovery, rights of set off, and rights of recoupment (including any such item relating to the payment of Taxes);

- (f) franchises, approvals, permits, licenses, orders, registrations, certificates, variances, and similar rights obtained from governments and governmental agencies necessary to operate the business; and
- (g) books, records, ledgers, files, documents, correspondence, lists, plats, architectural plans, drawings, and specifications, creative materials, advertising and promotional materials, studies, reports, and other printed or written materials.

provided, however, that the Contributed Assets shall not include (i) the Transferor's corporate charter, qualifications to conduct business as a foreign corporation, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books, blank stock certificates, and other documents relating to the organization, maintenance, and existence of the Transferor as a corporation or (ii) any of the rights of the Transferor under this Agreement (or under any side agreement between the Transferor on the one hand and the Transferee on the other hand entered into on or after the date of this Agreement); or (iii) Cash or (iv) any of the Transferor's rights under the Consulting Agreement by and between John F. Cvinar, Inc. and the Transferor dated January 2, 1999, or (vi) the Restricted Stock Agreement by and between the Transferor and John F. Cvinar, Inc. dated January 20, 1998; or (vii) any of the Transferor's rights and obligations under the agreements by and between the Transferor and the Schroder Venture Purchasers listed thereon dated as of April 7, 1999, including without limitation the Series A Convertible Preferred Stock Purchase Agreement, the Investors Rights Agreement, the Management Rights Letter, and the Amended and Restated Stockholders Agreement.

"Excluded Assets" means the assets listed above as not included in the Contributed Assets.

"Assumed Liabilities" means:

- (a) all trade payables incurred by Transferor;
- (b) all trade payables of the Transferor;
- (c) all payroll and related fringe benefit costs for those employees transferred to the Transferee;
- (d) all liabilities connected with the Contributed Assets.

"Cash" means cash and cash equivalents (including marketable securities and short term investments) calculated in accordance with GAAP applied on a basis consistent with the preparation of the Financial Statements.

"Confidential Information" means any information concerning the businesses and affairs of the Transferor that is not already generally available to the public.

"Intellectual Property" means (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, including all patents related to the Business, (b) all

trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith and all applications, registrations, and renewals in connection therewith, except that, the Transferor may continue to use the Logo design solely in its own business unless the Transferee otherwise demands that the Transferor cease such use upon six months' notice, (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (d) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (e) all computer software (including data and related documentation), (f) all other proprietary rights, and (g) all copies and tangible embodiments thereof (in whatever form or medium), and (h) all other licenses, permits, applications, registrations, and consents necessary to operate the Business.

“Knowledge” means actual knowledge after reasonable investigation.

“Liability” means any liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), including any liability for Taxes.

“Logo” means the "Baby E" design.

“Person” means an individual, a partnership, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a governmental entity (or any department, agency, or political subdivision thereof).

“Security Interest” means any mortgage, pledge, lien, encumbrance, charge, or other security interest, other than (a) mechanic's, materialmen's, and similar liens, (b) liens for Taxes not yet due and payable or for Taxes that the taxpayer is contesting in good faith through appropriate proceedings, (c) purchase money liens and liens securing rental payments under capital lease arrangements, and (d) other liens arising in the Ordinary Course of Business and not incurred in connection with the borrowing of money.

“Tax” means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under the Internal Revenue Code of 1986, as amended, §59A), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

“Tax Return” means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“VAT” means United Kingdom Value Added Tax.

“Transferor Stockholder” means any person who holds any share of capital stock of the Transferor.

2. Basic Transaction.

(a) Contribution of Assets in Exchange for Common Stock. On and subject to the terms and conditions of this Agreement, the Transferor hereby contributes and assigns to the Transferee the Business as a going concern, including all of the Contributed Assets (but excluding the Excluded Assets) as its contribution to the capital of Transferee and in exchange for the shares of capital stock of the Transferee.

(b) Further Assurance. The parties shall do promptly all things and execute all documents as may be required to perfect the Transferee’s title to the Contributed Assets hereby assigned.

(c) Assumption of Liabilities. On and subject to the terms and conditions of this Agreement, the Transferee hereby assumes and becomes responsible for all of the Assumed Liabilities. The Transferee will not assume or have any responsibility, however, with respect to any other obligation or Liability of the Transferor not included within the definition of Assumed Liabilities.

(d) VAT. The above consideration is exclusive of VAT.

(e) Further Transfers. Transferor shall use its diligent best efforts to cause consents and approvals for the transactions to be effected hereunder to be obtained as soon as possible after the Closing.

3. VAT

(a) The parties agree (and intend) that the contribution of the Business under this Agreement should be treated as a transfer of a business as a going concern for VAT purposes, and the Transferee confirms that it will use the Contributed Assets to carry on the same kind of business as the Transferor.

(b) If, contrary to the parties’ expectation, the United Kingdom HM Customs & Excise determines that VAT is chargeable, the parties will then in good faith agree how the total consideration under this Agreement is to be apportioned between the Contributed Assets to the extent that the same is required for VAT purposes and any VAT payable by the Transferee will be paid in cash as additional consideration for the Contributed Assets upon delivery of a valid VAT invoice.

4. Miscellaneous.

(a) No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.



(b) Entire Agreement. This Agreement (including the documents referred to herein) constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they have related in any way to the subject matter hereof.

(c) Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Party; provided however, that the Transferee may (i) assign any or all of its rights and interests hereunder to one or more of its Affiliates and (ii) designate one or more of its Affiliates to perform its obligations hereunder (in any or all of which cases the Transferee nonetheless shall remain responsible for the performance of all of its obligations hereunder).

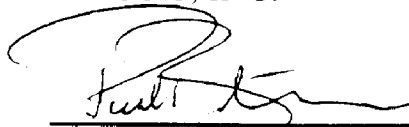
(d) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the Commonwealth of Massachusetts without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts.

(f) Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Transferee and the Transferor. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

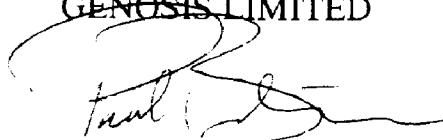
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

GENOSIS, INC.



By: Paul N. Bateman, President

GENOSIS LIMITED



By: Paul N. Bateman, President