

12-16-1999

U.S. DEPARTMENT OF COMMERCE



101225119

OVER SHEET ONLY

Patent and Trademark Office  
Docket No. 029137.2000S

MND  
11/25/99

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

1. Name of Conveying party(ies): Cohesion Technologies, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other Delaware Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies): Name: Neucoll, Inc. Street Address: 2500 Faber Place Palo Alto, California 94303  <input type="checkbox"/> Individual(s) citizenship: _____ <input type="checkbox"/> Association: _____ <input type="checkbox"/> General Partnership: _____ <input type="checkbox"/> Limited Partnership: _____ <input checked="" type="checkbox"/> Corporation-State: _____ Delaware _____ <input type="checkbox"/> Other: _____ Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: Execution Date: November 9, 1999			
4. Application number(s) or registration number(s): A. Trademark Application No.(s)      75/526,825 and 75/526,829      B. Registration No.(s) Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Rochelle D. Alpert Brobeck, Phleger & Harrison LLP Spear Street Tower One Market San Francisco, CA 94105		6. Total number of applications and trademark registrations involved: 2 7. Total fee (37 C.F.R. § 3.41): \$65.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account, referencing Attorney Docket: 029137.2000 8. Deposit account number: <u>02-3950</u>	

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to **Deposit Account No. 02-3950**.

**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.

Name: Rochelle D. Alpert

*Rochelle D. Alpert*  
Signature

*November 2, 1999*  
Date

Total number of pages comprising cover sheet, attachment and document: 2

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

12/15/1999 TTOM11 00000171 75526825

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

## ASSIGNMENT OF TRADEMARKS

Whereas, Cohesion Technologies, Inc. ("Assignor"), a Delaware corporation, located and doing business at 2500 Faber Place, Palo Alto, California 94303, has intended to use the marks NEUCOLL and NEUGRAFT, in commerce, has filed applications in the United States, now assigned serial numbers 75/526825 and 75/526829, indicating that intention but has not yet filed an allegation of use under Sections 1(c) or (d) of the Trademark Act, and has filed applications for the Marks in other countries, and, Whereas assignor is assigning the marks in the above-identified applications as part of the entire business or portion thereof to which the marks pertain as required by 15 U.S.C. Section 1060 and any other applicable laws; and

Whereas Neucoll, Inc. ("Assignee"), a Delaware corporation, and a wholly owned subsidiary of Assignor, located and doing business at 2500 Faber Place, Palo Alto, California 94303, the successor of the ongoing and existing business or portion thereof of assignor to which the marks pertain, is desirous of acquiring said trademarks and the pending intent-to-use applications therefore;

Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, said Assignor does hereby assign to Assignee all its right, title and interest in and to said Marks, together with the goodwill of the business symbolized by the Marks, and that portion of the business to which the Marks pertain, and the above identified applications or registrations thereof. This assignment includes the right to sue and recover damages for past and future infringements of Assignor's rights in the Marks and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition or other proceeding in connection with said Marks. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

Assignor further agrees that it will execute, verify, acknowledge and deliver all such further papers, including any instruments of transfer and recordable assignments, and perform such other acts as Assignee lawfully may request from time to time, to perfect and vest title in the Marks in Assignee, or Assignee's successors and assigns.

Dated: 9 Nov 1999

Cohesion Technologies, Inc.

By: David Foster  
Name: DAVID FOSTER  
Title: CEO