

01-04-2000



101237069

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

**NRD 12.6.99**

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

**Conveying Party**

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

**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  Association

Corporation

Other

Citizenship/State of Incorporation/Organization

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.)

01/04/2000 DCDATES 00000022 75402249

01 FC:481

40.00 OP

FOR OFFICE USE ONLY

**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.

#

**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="75402249"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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<input type="text"/>	<input type="text"/>	<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.

Charles P. Bacall

Name of Person Signing



Signature

12/02/99

Date Signed

UNITED STATES TRADEMARK ASSIGNMENT

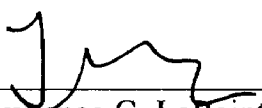
**WHEREAS**, Lawrence C. LaPointe (hereinafter "Assignor"), an individual residing at Gray, Maine, has adopted the mark "ENTERIX" (the "Mark") and warrants that he has a bona fide intention to use said trademark and is the owner of the United States Trademark Application therefor (Serial No. 75/402249);

**WHEREAS**, ENTERIX INC. (hereinafter "Assignee"), a corporation organized and existing under the laws of the State of Delaware, having an address of 857 Princes Point Road, Yarmouth, Maine 04096, desires to acquire all of Assignor's right, title and interest in and to the Mark, the goodwill symbolized thereby, the United States Trademark Application for registration thereof, and the portion of the business of Assignor to which the Mark applies, which business is ongoing and existing.

**NOW, THEREFORE**, effective as of October <sup>20 4</sup> ~~12~~ 1999, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and convey to Assignee and its successors and assigns: (i) its entire right, title and interest, in and to the Mark, the goodwill symbolized thereby, the United States Trademark Application for Registration thereof, and the portion of the business of Assignor to which the Mark applies, which business is ongoing and existing; (ii) all licenses to which Assignor is a party and which relate to the Mark, including the right to collect all royalties or any other payments which are or become due and payable to Assignor under said licenses, and any other income, royalties, damages, and payments now or hereafter due or payable to Assignor with respect to the Mark and (iii) all causes of action (either in law or in equity) and the right to sue, and recover for past, present, or future infringement of the rights assigned to Assignee hereunder.

Assignor hereby agrees, upon the reasonable request of Assignee and at Assignee's expense, to execute all papers and to perform such other proper acts as Assignee or its successors or assigns may deem reasonably necessary to secure to Assignee, or to its successors or assigns, the rights hereby transferred. The acts to be performed include, but are not limited to, the execution of assignments in recordable form in each jurisdiction where trademark registrations or applications may be issued or pending, signing all lawful papers, making rightful oaths, testifying as to facts relating to any of the property or rights transferred hereby in any legal proceeding, and generally doing everything necessary, proper or desirable to protect the rights of the Assignee, its successors and assigns in and to the property transferred hereby, and to fulfill the purposes of this Trademark Assignment.

**WHEREFORE**, Assignor has executed this Trademark Assignment, effective as of the date above, as an instrument under seal.

  
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Lawrence C. LaPointe