

1/26/00

02-28-2000

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



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

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OPR/FINANCE 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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

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 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

02/25/2000 DMGUYEN 00000253 74703290

01 FC:481 40.00 OP
02 FC:482 50.00 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: 002026 FRAME: 0463

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="74703290"/>	<input type="text" value="75001123"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2159268"/>	<input type="text"/>	<input type="text"/>
<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

1/26/2000
Date Signed

TRADEMARK ASSIGNMENT

WHEREAS, AMBI INC. (hereinafter "Assignor"), a corporation organized and existing under the laws of the State of New York, having an address of 4 Manhattanville Road, Purchase New York 10577-2197, has adopted, used, is using and is the owner of the trademarks set forth on Schedule A hereto, the goodwill symbolized thereby, and the United States Trademark Registrations and Applications thereof;

WHEREAS, Assignor has adopted the trademarks set forth on Schedule B hereto and warrants that it has a bona fide intention to use said trademarks (or is actually using said trademarks) and is the owner of the United States Trademark Applications thereof;

WHEREAS, Assignor has adopted, intends to use and is the owner of the trademarks set forth on Schedule C hereto, and the foreign Trademark Registrations and Applications thereof;

WHEREAS, IMMUCELL CORPORATION (hereinafter "Assignee"), a corporation organized and existing under the laws of the State of Maine, having an address of 56 Evergreen Drive, Portland, Maine 04103, desires to acquire the entire right, title and interest in and to the trademarks set forth on Schedule A hereto, the goodwill symbolized thereby, the United States Trademark Registrations and Applications of said marks, and the portion of the business of Assignor to which the trademarks apply, which business is ongoing and existing;

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the trademarks set forth on Schedule B hereto, the goodwill symbolized thereby, the United States Trademark Applications for Registration of said marks, and the portion of the business of Assignor to which said trademarks apply, which business is ongoing and existing; and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the trademarks set forth on Schedule C hereto, the Trademark Registrations and Applications said marks, and the portion of the business of Assignor to which said trademarks apply, which business is ongoing and existing.

NOW, THEREFORE, effective as of December 30, 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 trademarks set forth on Schedules A, B and C hereto, the goodwill symbolized thereby, the Trademark Registrations and Applications thereof (the portion of the business of Assignor to which said Trademarks apply, which United States business is ongoing and existing, is being transferred to Assignee pursuant to an Asset Purchase Agreement of even date), and (ii) 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 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

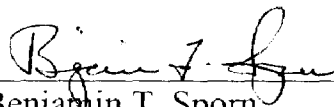
not limited to, the execution of assignments in recordable form in each jurisdiction where trademark registrations or applications may be issued or pending, signing all lawful papers, making rightful oaths, testifying as to facts relating to any of the property or rights transferred hereby in any legal 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. Assignee will be responsible for preparing and filing (at Assignee's expense) individual assignment documentation in each country, where the same may be required.

WHEREFORE, Assignor has caused this Trademark Assignment to be duly executed below, as an instrument under seal, by its duly authorized officer.

Date: December 30, 1999

WITNESS:

AMBI INC.
("Assignor")

By: 
Benjamin T. Sporn
Senior Vice President

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Schedule A

UNITED STATES TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>U.S. Registration No.</u>	<u>Registration Date</u>
ONE STEP COW PREP	2,159,268	05/19/1999

Schedule B

UNITED STATES TRADEMARK APPLICATIONS

<u>Mark</u>	<u>U.S. Serial No.</u>	<u>Filing Date</u>	<u>App. Type</u>
WIPE OUT	74/703,290	07/19/1995	ITU
WIPE OUT (and design)	75/001,123	10/03/1995	ITU

Schedule C

<u>Mark</u>	<u>Registration Number or Serial Number</u>	<u>Registration Date or Filing Date</u>
WIPE OUT (Australia)	Reg. No. 681,186	Dec-18-95
WIPE OUT (Canada)	Ser. No. 800,018	Dec-15-95
WIPE OUT (France)	Reg. No. 96,604,990	Jan-09-96
WIPE OUT (Israel)	Ser. No. 110,417	Feb-13-97
WIPE OUT (UK)	Reg. No. 2,048,987	Dec-20-95
WIPE OUT AND DESIGN (Australia)	Reg. No. 702,631	Feb-15-96
WIPE OUT AND DESIGN (Canada)	Ser. No. 804,346	Feb-14-96
WIPE OUT AND DESIGN (France)	Ser. No. 96 619 079	Apr-2-96
WIPE OUT AND DESIGN (UK)	Reg. No. 2057165	Feb-16-96
The ONE STEP COW PREP (Australia)	Ser. No. 702,416	Feb-14-96
THE ONE STEP COW PREP (Canada)	Ser. No. .804,235	Feb-13-96
THE ONE STEP COW PREP (France)	Reg. No. 96,619,078,235	Apr-2-96