

09-25-2000



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MICHAEL A. HIERL
ARNE M. OLSON
DOLORES T. KENNEY
TALIVALDIS CEPURITIS
KATHRYN E. GARIPAY
DANIEL J. DENEUFBOURG

36TH FLOOR

CHICAGO, ILLINOIS 60606

(312) 580-1180

FACSIMILE
(312) 580-1189
www.olsonhierl.com

PATENTS
TRADEMARKS
& RELATED MATTERS

SEYMOUR ROTHSTEIN
DAVID L. APPLIGATE
OF COUNSEL

MARK A. BORUTA
RICHARD L. ROBINSON
JOSEPH M. KUO
MARK CHAO, Ph.D.
MARTIN J. CORN
DAVID A. GOTTARDO

September 8, 2000

9-11-00

Hon. Commissioner of Patents
and Trademarks
Box Assignments
Washington, D.C. 20231

Re: Recordation of Trademark Assignment

Dear Sir:

Please record the attached original Assignment document.

1. The name of the conveying party is: Clarus Medical Systems, Inc.
2. The name and address of the receiving party is: TransAmerica Business Credit Corporation, 9399 West Higgins Road, Rosemont, Illinois 60018.
3. The conveyance is an Assignment signed by Thomas C. Barthel on March 10, 2000.
4. The Trademark Registrations and Trademark Applications against which the document is to be recorded are:

<u>Registration/Serial No.</u>	<u>Trademark</u>
1,817,394	C CLARUS MEDICAL AND DESIGN
1,860,324	C LOGO
1,826,866	CLARUS
2,049,503	CLARUS CHANNEL
1,775,799	CLARUS MEDICAL
2,312,623	LASE
2,043,471	MURPHYSCOPE
2,037,241	NEUROGEN
2,256,059	PERCScope
2,336,647	SITECOUPLER

09/25/2000 DNGUYEN 00000316 1817394

01 FC:481 40.00 DP
02 FC:482 325.00 DP

TRADEMARK
REEL: 002145 FRAME: 0893

<u>Registration/Serial No.</u>	<u>Trademark</u>
2,344,039	SITELITE
75/694,802	SHAKANI SEEING STYLET
75/371,345	SITEPROBE
75/694,791	VENTUS

5. All correspondence concerning this document should be mailed to: Olson & Hierl, Ltd., 20 North Wacker Drive, 36th Floor, Chicago, IL 60606. Please return the original document to the attention of Deborah A. Melchi.

6. Eleven Trademark Registrations and three Trademark Applications are involved at a recordal fee of \$365.00. [§37 C.F.R. 1.21 (h)].

7. The total fee (37 C.F.R. 3.41) of \$365.00 (Check No. 16607) is enclosed.

8. Please credit any overpayment or charge any underpayment to Deposit Account No. 15-0508.

9. To the best of my knowledge and belief, the foregoing information is true and correct and the attached is the original document.

Respectfully submitted,

OLSON & HIERL, LTD.

By *Deborah A. Melchi*
Deborah A. Melchi
Paralegal

Enclosures

ASSIGNMENT

Attorney Docket No.

S70.11-0001

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

WHEREAS, CLARUS MEDICAL SYSTEMS, INC., a corporation having an office at 1000 Boone Avenue North, Minneapolis, MN 55427 (herein "Clarus"), has adopted and is using certain marks, including the marks identified in the trademark and service mark applications and registrations identified on Appendix A (herein "the said marks"), and is the owner of the Trademark and Service Mark Applications and Registrations identified on Appendix A (herein "the applications and registrations"); and

WHEREAS, TRANSAMERICA BUSINESS CREDIT CORPORATION, a corporation having offices at 9399 West Higgins Road, Rosemont, IL 60018 (herein "TransAmerica"), holds a security interest in and to the said marks, the applications and the registrations; and

WHEREAS, Clarus desires to transfer the said marks, the goodwill of the business of Clarus represented by the said marks, the applications and the registrations, to TransAmerica to release the security interest therein, and TransAmerica is willing to accept the said marks, goodwill and the applications and registrations and release the security interest therein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt and adequacy of which is hereby acknowledged, Clarus does hereby assign unto the TransAmerica all right, title and interest in and to the said marks, together with the goodwill of the business symbolized by the said marks, and the Trademark and Service Mark Applications and Registrations identified on Appendix A, to have and to hold as fully and completely as the same would have been held by Clarus had this assignment not been made.

Clarus covenants to execute any additional documents as may be necessary or appropriate to carry out the intent of this agreement to evidence title in the said marks in TransAmerica.

CLARUS MEDICAL SYSTEMS, INC.

By: Thomas C. Barthel
Its President & CEO

On this 10th day of March, 2000, before me personally appeared Thomas C. Barthel to me personally known, who, being duly sworn, did say and acknowledge that He/She is President & CEO of Clarus Medical Systems, Inc., that the foregoing instrument was executed on behalf of the corporation by authority of its Board of Directors, and the instrument is the free act and deed of the corporation.

[Signature]
Notary Public

SEAL



TRADEMARK ESTATE

U.S. and FOREIGN TRADEMARKS

Mark/Country	Class	Status	Reg. No.	Reg. Date	Appln. No.	Appln. Date
C CLARUS MEDICAL AND DESIGN (US)	10	Reg.	1,817,394	18 JAN 1994	74/221,039	13 NOV 1991
C CLARUS MEDICAL STYLIZED (Germany)	10	Reg.	2059001	15 MAY 1992	C4352010WZ	15 MAY 1992
C LOGO (US)	10	Reg.	1,860,324	25 OCT 1994	74,217,048	28 OCT 1991
C STYLIZED (Germany)	10	Reg.	2032552	15 MAY 1992	C4351910WZ	15 MAY 1992
CLARUS (Europe)	9, 10, 40	Reg.	81422	01 FEB 1999	81422	01 APR 1996
CLARUS (US)	10	Reg.	1,826,866	15 MAR 1994	74,017,855	10 JAN 1990
CLARUS CHANNEL (US)	10	Reg.	2,049,503	01 APR 1997	74/574,513	16 SEP 1994
CLARUS MEDICAL (US)	10	Reg.	1,775,799	08 JUN 1993	74/017,041	08 JAN 1990
LASE (US)	10	Reg.	2,312,623	25 JAN 2000	75/373,278	15 OCT 1997
MURPHYSCOPE (US)	10	Reg.	2,043,471	11 MAR 1997	75/082,983	03 APR 1996
NEUROGEN (US)	10	Reg.	2,037,241	11 FEB 1997	75/082,984	03 APR 1996
PERSCOPE (US)	10	Reg.	2,256,059	22 JUN 1999	75/371,340	10 OCT 1997
SHAKANI SEEING STYLET (US)	10	Pdg.			75/694,802	30 APR 1999
SITTECOUPLER (US)	10	Reg.	2,336,647	28 MAR 2000	75/443,133	02 MAR 1998
SITTELLITE (US)	10	Reg.	2,344,039	18 APR 2000	75/442,943	02 MAR 1998
SITTEPROBE (US)	10	Pdg.			75/371,345	10 OCT 1997
VENTUS (US)	10	Pdg.			75/694,791	30 APR 1999