

12-07-2000



101543023

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

11-14-00

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
10 27 2000

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
10 27 2000

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of conveying parties attached

Name

DBA/AK/A/T/A

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

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

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.

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

314-259-2000

Name

Robert G. Lancaster, Esq.

Address (line 1)

Bryan Cave, LLP

Address (line 2)

211 North Broadway, Suite 3600

Address (line 3)

St. Louis, MO

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments

#

4

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)

76000567

Number of Properties

Enter the total number of properties involved

#

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

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:

#

02-4467

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.

Robert G. Lancaster
Name of Person Signing


Signature

11/13/00
Date Signed

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Assignment"), dated as of October 27, 2000 is by and between CRN/Asthma and Allergy, Inc., a Delaware corporation ("Assignor") and CRN/Allergy and Respiratory, LLC, a limited liability company organized under the laws of the State of Delaware ("Assignee").

RECITALS

WHEREAS, CRN/Asthma and Allergy, Inc., which as of the date hereof was operating an ongoing and existing business, and owns, has adopted, used, intends to use and is using several service marks, trademarks and/or trade names in United States of America, as set forth on the attached Schedule A (the "Marks"), owns all right, title and interest in, to and under the domain name "crntrials.com" (the "Domain Name"), including, but not limited to, any and all goodwill associated with the Domain Name, and all applications and/or registrations therefor and owns other transferable rights associated with its ongoing and existing business including, but not limited to, certain other intellectual property rights; and

WHEREAS, CRN/Allergy and Respiratory, LLC, as successor to the ongoing and existing business and goodwill to which the Marks and the Domain Name pertain, desires to acquire all right, title, and interest, and all goodwill associated therewith, in and to the Marks and the Domain Name, and all applications, registrations, and common law rights therein, as well as all other rights associated with the portions of ongoing and existing business to which the Marks and the Domain Name pertain, and any and all other intellectual property rights owned or held by CRN/Asthma and Allergy, Inc.;

NOW THEREFORE, the parties hereto agree as follows:

1. **Assignment.** For \$500 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, and transfer to Assignee, its successors and assigns, all of its right, title, and interest, in the United States of America and all foreign countries, in, to and under:

(a) said Marks, all applications and registrations therefor, together with any and all of the goodwill of the business symbolized by and associated with said Marks, all other rights associated with the portion of the ongoing and existing business to which the Marks pertain and all income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of any of the Marks;

(b) said Domain Name, all applications and registrations therefor, and any and all goodwill associated therewith. CRN/Asthma and Allergy, Inc. agrees to execute a Registrant Name Change Agreement transferring all of its right, title and interest in, to and under the Domain Name to CRN/Allergy and Respiratory, LLC in the form attached hereto as Exhibit A, contemporaneously upon the execution of this Agreement. If inquiry of CRN/Asthma and Allergy, Inc. is made by Network Solutions, Inc. and/or InterNIC (hereinafter "NSI"), CRN/Asthma and Allergy, Inc. will immediately confirm in writing that the Registrant Name Change Agreement transferring all of its rights in, to and under the Domain Name is genuine and should be granted. If for some reason NSI does not accept or requires supplementation of the agreement attached as Exhibit A, or if CRN/Allergy and Respiratory, LLC believes that it would be beneficial to its interests, CRN/Asthma and Allergy, Inc. agrees to execute any other forms or documents requested by CRN/Allergy and Respiratory, LLC and/or NSI to transfer or confirm the transfer of all right, title and interest in, to and under the Domain Name to CRN/Allergy and Respiratory, LLC. CRN/Asthma and Allergy, Inc. hereby agrees to execute, acknowledge and deliver any and all additional documents as may be beneficial or necessary to confirm or make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that CRN/Allergy and Respiratory, LLC owns all right, title and interest in, to and under the Domain Name, all applications and registrations therefor, and all goodwill associated therewith, and that CRN/Asthma and Allergy, Inc. no longer has any right, title or

TRADEMARK

REEL: 002189 FRAME: 0637

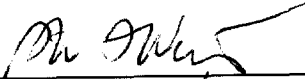
interest, of any kind or nature, in, to or under the Domain Name, applications or registrations, or goodwill associated therewith; and

(c) any and all other intellectual property of Assignor including, but not limited to, all designs, artwork, ad copy, mock-ups, story-boards, videos, ideas, inventions, discoveries, processes, methods, systems, procedures, know-how, tangible works of expression, works, copyrights, copyright applications, copyright registrations, derivative works, improvements, trade secrets, patents, patent applications, patent continuation applications, continuation-in-part patent applications, patent reissue applications, divisional patent applications, and the like, which Assignor owns as of the date of this Agreement (hereinafter "Assignor Intellectual Property"), and all income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of any of said Assignor Intellectual Property; and any other rights assigned to Assignee under this Assignment.

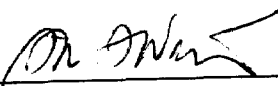
2. **Miscellaneous.** Assignor hereby agrees to execute, acknowledge and deliver any and all documents as Assignee, in its sole discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to Assignor Intellectual Property, the Marks and the Domain Name, and any and all goodwill associated therewith, as well as all other rights associated with the portions of the business to which the Marks and the Domain Name pertain and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Marks and the Domain Name, the Assignor Intellectual Property, or other rights associated with the portions of the business to which the Marks and the Domain Name pertain.

WHEREFORE, Assignor has caused this Assignment to be duly executed below, on the date indicated, by its duly authorized officer.

CRN/ASTHMA AND ALLERGY, INC.

By: 
Title: president

CRN/ALLERGY AND RESPIRATORY, LLC

By: 
Title: president

State of CALIFORNIA

County of ORANGE

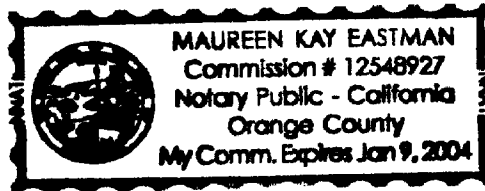
)
) SS
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On this 27th day of October, 2000, before me, a Notary Public in and for the City of Hunt Beach in the State of California, personally appeared Steven Weinstein, to me known to be the President of CRN/Asthma and Allergy, Inc. and being duly sworn, averred that, being duly authorized, he executed the foregoing Assignment as the free act and deed of said corporation.

Maureen Kay Eastman
Notary Public

My Commission Expires:

JAN 9 2004



State of CALIFORNIA

County of ORANGE

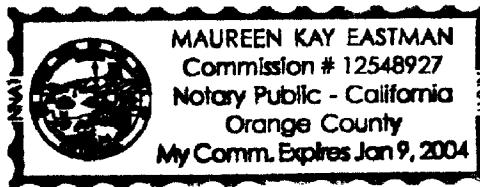
)
) SS
)

On this 27th day of October, 2000, before me, a Notary Public in and for the City of Hunt Beach in the State of California, personally appeared Steven Weinstein, to me known to be the President of CRN/Allergy and Respiratory, LLC and being duly sworn, averred that, being duly authorized, he executed the foregoing Assignment as the free act and deed of said corporation.

Maureen Kay Eastman
Notary Public

My commission expires:

JAN 9 2004



SCHEDULE A

CRN/ASTHMA AND ALLERGY, INC.

CRN

CRN/ASTHMA & ALLERGY

CRN/ASTHMA & ALLERGY NETWORK