

04-11-2001



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101671975

Our Ref.: 35846-0003

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

<p><b>Submission Type</b> <u>3-27-01</u></p> <p><input checked="" type="checkbox"/> New</p> <p><input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____</p> <p><input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____</p> <p><input type="checkbox"/> Corrective Document Reel # _____ Frame # _____</p>	<p><b>Conveyance Type</b></p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> License</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Nunc Pro Tunc Assignment</p> <p><input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Change of Name</p> <p>Other _____</p> <p style="text-align: right;">Effective Date Month Day Year <u>February 28, 2001</u></p>
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**Conveying Party**  Mark if additional names of conveying parties attached

Name Richard C. Davis Execution Date February 28, 2001  
Month Day Year

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization USA

**Receiving Party**  Mark if additional names of receiving parties attached

Name Occlugix Corporation

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 2575 Ulmerton Road

Address (line 2) Suite 210

Address (line 3) Clearwater, FL 34622

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 Florida



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**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 (212) 309-7017

Name Keri A. Christ, Esq.

Address (line 1) C/o TMSU, MORGAN, LEWIS & BOCKIUS LLP

Address (line 2) 1800 M Street, N.W.

Address (line 3) Washington, D.C. 20036

**Pages**

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

# 3

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers are 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)

2,207,501

**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 X 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 X 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.*

Keri A. Christ, Esq.

Name of Person Signing

  
Signature

26th

March, 2001

Date Signed

## TRADEMARK ASSIGNMENT

This Trademark Assignment is made on this 28<sup>th</sup> day of February, 2001 by and between Richard C. Davis, an individual United States citizen having an address of 4522 Cheval Blvd, Tampa, Florida 33549, (hereinafter "Assignor"), and Occulogix Corporation, a corporation organized and existing under the laws of Florida having its principal place of business at 2575 Ulmerton Road, Suite 210, Clearwater, Florida 34622, the United States of America, (hereinafter "Assignee").

**WHEREAS**, Assignor owns all right, title and interest in and to the trademark RHEOTHERAPY listed on the attached Schedule A ("the Mark"), and the registration therefor, Reg. No. 2207551, together with the goodwill developed through use of the Mark; and

**WHEREAS**, Assignee is desirous of acquiring all rights to the Mark, and the United States federal trademark registration therefor;

**NOW, THEREFORE**, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee:

(a) all right, title and interest in and to the Mark and the goodwill appurtenant thereto, and

(b) the right to bring suit and recover for damages and profits for past infringements thereof.

2. Further Assurances.

(a) Assignor agrees to execute and deliver at a future date any additional documents that Assignee reasonably determines are required to perfect Assignee's ownership of the Mark.

(b) Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and each sovereign official holding a corresponding position of authority in any country within which Assignor has trademark registrations, to issue and to record the title of Assignee as owner of all right, title and interest in and to the Mark, together with the goodwill developed through use of the Mark.

3. Amendment. No modification or amendment of any provision of this Assignment shall be valid unless in writing and executed by all parties to this Agreement.

4. Counterparts. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed an original, but all of which shall constitute one and the same agreement.


5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

6. Entire Agreement. This Assignment contains the entire agreement and understanding of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective.

7. Governing Law. This Assignment will be governed by and construed and enforced in accordance with the laws of the State of New York applicable to contracts executed and performed entirely within the State of New York, without giving effect to any choice of law or conflict of law (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

**IN WITNESS WHEREOF**, the parties have caused this Assignment to be duly executed as of the date hereof.

**RICHARD C. DAVIS**

  
\_\_\_\_\_

**OCCULOGIX CORPORATION**

By: Ray B. [Signature]

Title: President + CEO

**SCHEDULE A**

**TO THE TRADEMARK ASSIGNMENT  
BETWEEN RICHARD C. DAVIS AND  
OCCULOGIX CORPORATION  
DATED: As of February 28, 2001**

**TRADEMARKS (FEDERAL)**

<b>Trademark</b>	<b>Reg. /Serial No.</b>	<b>Status</b>
RHEOTHERAPY	2207551	REGISTERED 12/1/98

1-NY/1257388.1

RECORDED: 03/27/2001

*HL*  
TRADEMARK  
REEL: 002267 FRAME: 0440