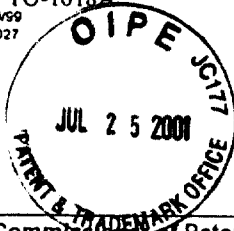


08-01-2001



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TRADEMARKS ONLY

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

Submission Type

- New 07/25/01
- 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 Effective Date  
Month Day Year  
02 28 00
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year  
02 28 00

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/AKATA

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

07/31/2001 GT0N11 00000135 991098

FOR OFFICE USE ONLY

01 FC:481 40.00 DP  
02 FC:482 125.00 DP

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

**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"/>	<input type="text"/>	<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="991,098"/>	<input type="text" value="991,094"/>	<input type="text" value="991,093"/>
<input type="text" value="941,285"/>	<input type="text" value="1,931,878"/>	<input type="text" value="1,910,731"/>
<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

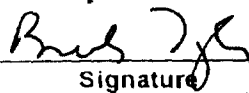
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)  
Deposit Account Number: #

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.

BREWSTER TAYLOR  
Name of Person Signing

  
Signature

JULY 25, 2001  
Date Signed

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") made as of February 28, 2000, by and between Merial AH, Inc., a Delaware corporation ("Assignor"), and Phoenix Scientific, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement, dated as of January 20, 2000 (the "Agreement"), providing among other things for the execution and delivery of documents as reasonably requested by Assignee (capitalized terms used herein without definition shall have the meanings set forth in the Agreement);

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in, to and under the trademarks set forth on Schedule A (the "Assigned Marks") and the goodwill with which they are associated and which is symbolized by the Assigned Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby sell, assign, transfer and deliver to Assignee, and Assignee hereby accepts, all right, title and interest of Assignor in, to and under the Assigned Marks throughout the world, any and all registrations and applications for registration thereof, and the goodwill of the Business connected with the use thereof and symbolized thereby, free and clear of all liens; all rights to apply for registrations for any thereof and any other rights corresponding thereto with full benefit of priority therein as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements or other unauthorized use of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby agrees that it shall and shall cause each of its affiliates to, from time to time, execute and deliver to Assignee or its successors or assigns or their legal representatives, such additional instruments, documents, conveyances and assurances and take such other actions as shall be necessary or otherwise reasonably requested by Assignee to confirm and assure the rights and obligations provided for in the Agreement and this Assignment and render effective the consummation of the transactions contemplated hereby and thereby.

All representations and warranties from Assignor to Assignee in the Agreement with respect to the Assigned Marks and the other rights assigned above are incorporated herein by reference. Nothing contained herein shall be deemed to modify, direct, expand or amend any


of such representations and warranties or rights and remedies of any Assignor or Assignee under the Agreement.

This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

This Assignment shall be governed by and construed and enforced in accordance with the laws of the United States in respect of trademark issues and in all other respects, including as to validity, interpretation and effect, by the laws of the State of Delaware, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first above written.

MERIAL AH, INC.

By:   
Don Hildebrand  
President

STATE OF Georgia )  
 ) ss.:  
COUNTY OF Hart )

On this 28th day of February, 2000, before me personally came Don Hildebrand to me known, who being by me duly sworn, did depose and say that he resides at 115 Transtech Dr. Athens, GA; that he is the President of Merial AH, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Diane Pullian  
Notary Public

Notary Public, Hart County, Georgia  
My Commission Expires Sept. 23, 2003

[seal]

United States Trademarks

<u>TRADEMARK</u>	<u>SERIAL/ REGISTRATION NUMBER</u>
IVS-1830	73003744/0991098
Kal-K-Dex	73003612/0991094
Magnadex	73003611/0991093
Multisol	72385587/0941285
Oxyshot LA	74316564/1931878
Sanocath	74232260/1910731
Spectam	72280753/0863824
Spectam Scour-Halt*	72280753/0863824
Praziject (Abandoned)	75159819-Abandoned

\* Not a registered trademark Re: Spectam