

08-03-2001



7-26-01

101798127
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

JUL 26

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 Effective Date
Month Day Year
- 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)

- 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.)

08/03/2001 TDIAZ1 00000023 2231391

FOR OFFICE USE ONLY

01 FC:481

40.00 DP

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" value="2231391"/>	<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"/>	<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.

Alexander H. Butterman, Esq.

Name of Person Signing

Signature

7/25/01

Date Signed

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the TRADEMARK registration of

NDSL Group Limited
(by assignment from Newport Technology Group Limited)

Registration No. 2,231,391

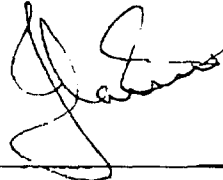
Registration Date: March 16, 1999

Mark: **CELLWATCH**

DESIGNATION OF DOMESTIC REPRESENTATIVE

EPSTEIN, EDELL, SHAPIRO, FINNAN & LYTLE, LLC, having a mailing address of 1901 Research Boulevard, Suite 400, Rockville, Maryland 20850, Telephone No. (301) 424-3640, is hereby designated as registrant's domestic representative upon whom notices or process in proceedings affecting this registration may be served.

NDSL GROUP LIMITED



Officer: John V. Laurie
Title: Chairman

Date

6 July 2001

DATED 13 December 2000

NEWPORT TECHNOLOGY GROUP LIMITED

- and -

NDSL GROUP LIMITED

TRADE MARK ASSIGNMENT

in relation to the trade mark
"CELLWATCH"

LAYTONS

Carmelite

50 Victoria Embankment

Blackfriars

London EC4Y 0LS

Tel: 020 7842 8000 Fax: 020 7842 8080

E-mail: london@laytons.com

Ref: EXG/143820

INDEX

1. DEFINITIONS3

2. ASSIGNMENT3

3. FURTHER ASSURANCE4

SCHEDULE 14

 Applications4

SCHEDULE 25

 Trade Marks5

THIS DEED is made on *13 December* 2000

BETWEEN

- (1) **NEWPORT TECHNOLOGY GROUP LIMITED** (company number 02449967) whose registered office is at 1 Tanners Drive Blakelands North Milton Keynes MK14 5BU (“the Assignor”); and
- (2) **NDSL GROUP LIMITED** (company number 4034639) whose registered address is at Carmelite 50 Victoria Embankment Blackfriars London EC4Y 0LS (“the Assignee”)

WHEREAS

- (A) The Assignor is the registered proprietor and beneficial owner of the Trade Marks and is the beneficial owner of the Applications all of which stand or are proceeding in the name of the Assignor
- (B) The parties wish to transfer the Trade Marks and the Applications from the Assignor to the Assignee

NOW THIS DEED WITNESSES that:

1. DEFINITIONS

In this Deed of Assignment including its Recitals and Schedules the following definitions apply:

- “Applications” mean the trade mark applications listed in Schedule 1;
- “Trade Marks” mean the registered trade marks listed in Schedule 2

2. ASSIGNMENT

For the consideration of one pound (£1) receipt of which the Assignor hereby acknowledges, the Assignor hereby assigns to the Assignee with full title guarantee that:

- 2.1.1 all its right title, interest and goodwill in and to:
- (a) the Trade Mark; and
 - (b) the Applications to the intent that the grant of any registration in pursuance thereof shall be in the name of and vest in the Assignee; together with all statutory and common law rights and powers arising or accrued therefrom including the right to take legal action for damages and other remedies in respect of any infringement of such rights in the past;
- 2.1.2 the right to apply for, prosecute and obtain trade marks or similar protection throughout the world in respect of the names, words and devices incorporated in the Trade Mark and forming the subject matter of the Applications

3. FURTHER ASSURANCE

The Assignor further covenants that at the request and cost of the Assignee it will use its reasonable endeavours to do all such acts and execute all such documents as may reasonably be necessary or desirable both to secure the vesting in the Assignee of all rights assigned to the Assignee hereunder and to assist in the resolution of any question concerning the Trade Marks and the Applications

IN WITNESS this Deed has been executed and delivered by the parties on the date first above written

**SCHEDULE 1
Applications**

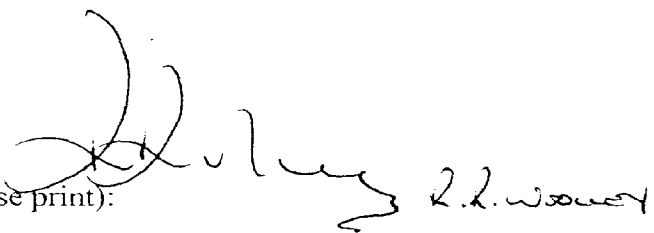
Country of Application	Mark	Application No.	Goods	Date of application
Canada	CELLWATCH	1069192	Cell Voltage, temperature and current measuring instruments; battery monitoring instruments, modular battery monitoring instruments; and parts therefor	31 July 2000

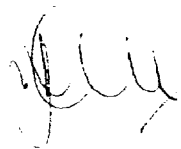
SCHEDULE 2

Trade Marks

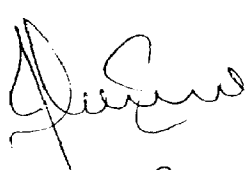
County of Registration	Mark	Registered number	Class(es)	Date of application	Date of Registration
United Kingdom	CELLWATCH	2120396	9	8 January 1997	8 May 1998
USA	CELLWATCH	2231931	9	26 February 1997	16 March 1999

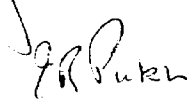
EXECUTED AS A DEED)
 by **NEWPORT TECHNOLOGY**)
GROUP LIMITED and signed by a)
 director and secretary or two directors)

Director: 
 Name (please print): R. L. WOOD

Director/Secretary: 
 Name (please print): J. P. CLARKE

EXECUTED AS A DEED)
 By **NDSL GROUP LIMITED**)
 and signed by a director)
 and secretary or two directors)

Director: 
 Name (please print): J. V. LAUR

Director/Secretary: 
 Name (please print): J. R. PICKIN