

09-11-2001



Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

101838500

U.S. Department of Commerce  
Patent and Trademark Office

9.5.01

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original document or copy thereof.

1. Name of conveying party(ies):

DuCoa, L.P.

2. Name and address of receiving party(ies):

Name: Arkion Life Sciences, LLC

Street Address: 3521 Silverside Road

Additional name(s) of conveying party(ies) attached? yes no

City: Wilmington State: DE Zip Code: 19810

3. Nature of Conveyance:

Assignment  Merger   
Security Agreement  Change of Name   
Other:

Country: USA

Limited Liability Company - State of Delaware

Execution Date: July 30, 2001

Additional name(s) & address(es) attached? yes  no

4. Application number(s) or registration number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

N-SURE - Registration No. 1,870,252

N-SURE design - Registration No. 1,884,172

Additional numbers attached? yes  no

406

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Mary M. McAteer, Paralegal

Internal Address: Klett Rooney Lieber & Schorling, PC

Street Address: 1000 West Street, Suite 1410

City: Wilmington State: Delaware Zip Code: 19801

6. Total number of applications and registrations involved: 2

7. Total Fee (37 CFR § 3.41).....\$ 65.00

Enclosed Check No. \_\_\_\_\_

Authorized to be charged to Deposit Account

8. Deposit Account No. 11-1163  
(Attach duplicate copy of this page if paying by deposit acct.)

REF. A7082-0

DO NOT USE THIS SPACE

9. 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.

Mary M. McAteer  
Name of Person Signing

Mary M. McAteer  
Signature

9-5-01  
Date

Total number of pages including cover sheet, attachments and documents 5

Mail documents to be recorded with required coversheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231

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01 FC:481 40.00 CH  
02 FC:482 25.00 CH

TRADEMARK

REEL: 002364 FRAME: 0424

## TRADEMARK ASSIGNMENT AGREEMENT

**THIS AGREEMENT** is made as of the 30th day of July, 2001 by and among DCV, Inc., a Delaware corporation ("DCV") and DuCoa L.P., a Delaware limited partnership ("DuCoa" and together with DCV, the "Assignors").

### WITNESSETH:

**WHEREAS**, the Assignors, together with Legacy for Life, Inc., a Delaware corporation, will sell certain assets and businesses to Arkion Life Sciences LLC (f/k/a BioSyntha Science, LLC), a Delaware limited liability company (the "Assignee"), and its wholly-owned subsidiary, Legacy for Life II, LLC, a Delaware limited liability company, pursuant to the terms of a certain Asset Purchase Agreement among such parties, dated July 19, 2001 (the "**Purchase Agreement**"); and

**WHEREAS**, pursuant to the terms of said Purchase Agreement, the Assignors desire to assign to the Assignee and the Assignee desires to assume certain trade names, trademarks and service marks, as more particularly defined in Schedule A attached hereto and made a part hereof, and all goodwill associated therewith, together with all applicable applications and registrations therefor (collectively referred to as the "**Marks**"), in accordance with said Schedule A;

**NOW THEREFORE**, in consideration of the mutual covenants and undertakings contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. The Assignors hereby assign, transfer and convey to the Assignee, in accordance with Schedule A, all of their right, title and interest in and to the Marks together with the right to sue and obtain damages for past infringement of the Marks.
2. Without limiting the foregoing provisions, the Assignors agree to take whatever further action is deemed necessary or appropriate by the Assignees to properly and completely effect the transfer to the Assignee of the Marks and to establish full custody and ownership of such Marks by the Assignee.
3. This Agreement is binding upon the parties, their successors, assigns and licensees.
4. This Assignment Agreement shall be governed by the internal laws of the State of Delaware, without reference to its conflict of laws principles.

IN WITNESS WHEREOF the parties hereto, through their respective authorized officers, have executed this Trademark Assignment Agreement effective as of the 30th day of July, 2001 and affixed their respective corporate seals hereto.

[SEAL]

Attest:

**DCV, INC.**

By: Mark J. Gundersen  
Name: MARK J. GUNDERSEN  
Title: SECRETARY

By: John F. Maypole  
Name: John Maypole  
Title: Chairman

**DuCoa L.P.**

By DCV, Inc., its general partner

By: Mark J. Gundersen  
Name: MARK J. GUNDERSEN  
Title: SECRETARY

By: John F. Maypole  
Name: John Maypole  
Title: Chairman

STATE OF Delaware )  
COUNTY OF Philadelphia ) SS.

On the 31<sup>th</sup> day of July, 2001, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John Maypole, who acknowledged himself to be the Chairman of DCV, Inc., a Delaware corporation, and that he, as such officer being authorized to do so, executed the foregoing Trademark Assignment Agreement for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Ann Marie Bruski  
NOTARY PUBLIC

My Term Expires:  
[SEAL]

Notarial Seal  
Ann Marie Bruski, Notary Public  
Philadelphia, Philadelphia County  
My Commission Expires Nov. 13, 2004  
Member, Pennsylvania Association of Notaries