

09-11-2001



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

U.S. Department of Commerce
Patent and Trademark Office

101838501

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

1. Name of conveying party(ies): DCV, Inc.

2. Name and address of receiving party(ies):
Name: Arkion Life Sciences, LLC
Street Address: 3521 Silverside Road
City: Wilmington State: DE Zip Code: 19810
Country: USA
Limited Liability Company - State of Delaware

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

3. Nature of Conveyance:
Assignment Merger
Security Agreement Change of Name
Other:

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)
Betasanne - Registration No. 2,441,591

Additional numbers attached? yes no

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: 22

7. Total Fee (37 CFR § 3.41).....\$ 565.00
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 6

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

09/10/2001 LNUJELLER 00000207 111163 2441591
01 FC:481 40.00 CH
02 FC:482 525.00 CH

TRADEMARK
REEL: 002364 FRAME: 0431

TRADEMARK ASSIGNMENTS

A. REGISTERED TRADEMARKS

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
BioChoice	USA	2,261,678	July 13, 1999
DCV, Inc. design	USA	1,707,630	August 18, 1992
Egcel	USA	2,446,875	April 24, 2001
Flight Control	USA	2,244,897	May 11, 1999
Genpro	USA	2,369,164	July 18, 2000
Hygra	USA	2,079,520	July 15, 1997
Legacy	USA	2,261,688	July 13, 1999
Litter Control	USA	2,345,388	April 25, 2000
Ovation	USA	2,210,910	December 15, 1998
Prologic	USA	2,146,621	March 24, 1998
Providing Tomorrow's Innovative Solutions Today	USA	2,324,694 2,355,467	February 29, 2000 June 6, 2000
Restore	USA	1,877,372 1,852,156	February 7, 1995 September 6, 1994
Sulf Control	USA	1,784,699	July 27, 1993
Yea!	USA	1,889,527	April 18, 1995

B. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Application Date</u>
Bio-Technical Resources	USA	76-234968	April 2, 2001
Celufix	USA	75-255918	March 12, 1997
Immune 26	USA	76-237552	April 9, 2001
Legacy for Life	USA	76-234827	April 2, 2001
Pylorex	USA	76-059355	May 30, 2000

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 Pennsylvania SS.
COUNTY OF Philadelphia

On the 31th 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