

09-13-2001



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

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Patrick Wahl

- Individual(s) [checked] Association [] General Partnership [] Limited Partnership [] Corporation-State [] Other []

Additional name(s) of conveying party(ies) attached? [] Yes [checked] No

3. Nature of conveyance:

- Assignment [checked] Merger [] Security Agreement [] Change of Name [] Other []

Execution Date: August 13, 2001

2. Name and address of receiving party(ies)

Name: Practical Solutions Unlimited, Inc.

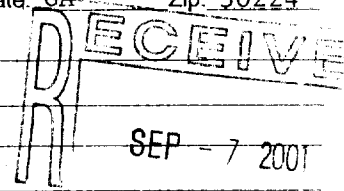
Internal Address: _____

Street Address: 14 Hudson Road

City: Griffin State: GA Zip: 30224

- Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State Georgia [checked] Other []

If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [] No



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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,202,080; 2,001,618

Additional number(s) attached [] Yes [checked] No

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

Name: Peter B. Kelman

Internal Address: _____

Street Address: Posternak, Blankstein & Lund L.L.P. 100 Charles River Plaza

City: Boston State: MA Zip: 02114

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65

- Enclosed [checked] Authorized to be charged to deposit account []

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

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.

Peter B. Kelman

Name of Person Signing

[Signature]

Signature

8/30/2001

Date

4

09/13/2001 LMUELLER 00000163 2202000

Total number of pages including cover sheet, attachments, and document.

01 FC:481 02 FC:482

40.00 OP 25.00 OP

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002365 FRAME: 0567

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is effective as of Aug. 13, 2001 (the "Effective Date") and is entered into between Patrick Wahl, an individual residing at 16 York Road, Wilmington, DE 19803, ("Assignor") and Practical Solutions Unlimited, Inc. a Georgia corporation ("Assignee").

Whereas Assignor and Assignee, in 1997, entered into a written agreement to effect the assignment described herein (the "Prior Agreement"); and

Whereas neither Assignor nor Assignee can locate a copy of such Prior Agreement; and

Whereas the parties wish to re-state in this Agreement the terms and conditions contained in the Prior Agreement; and

Whereas at such time as the Prior Agreement was executed, Assignor had adopted, used and was using the marks referenced in Schedule A attached hereto (the "Marks"), some of which Marks are registered in the United States Patent and Trademark Office and some of which Marks are common law trademarks; and

Whereas Assignee was and remains desirous of acquiring said Marks and the registrations thereof;

Now, therefore, the parties acknowledge that in 1997 or thereabouts, Assignor irrevocably assigned to Assignee all right, title and interest in and to the Marks, together with the good will of the business symbolized by the Marks, and the above-identified registrations thereof. The parties further acknowledge that Assignor has received good and valuable consideration for execution of the Prior Agreement and that Assignor has received his bargained-for consideration, in full, for execution of the Prior Agreement and has no claims against Assignee for further consideration relative to this restatement of the Prior Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby reaffirm the assignment to Assignee of all right, title and interest in and to the Marks, together with the good will of the business symbolized by the Marks, and the above-identified registrations thereof.

General Terms and Conditions

This Agreement and the Prior Agreement together constitute the entire agreement between the parties with respect to the assignment of the Marks by Assignor to Assignee. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns. This Agreement shall be governed by the laws of the State of Georgia, except for conflicts of law principles thereof. The parties hereby agree to the exclusive jurisdiction of courts within the State of Georgia to resolve any dispute which may arise with respect to the conduct of either party hereunder.

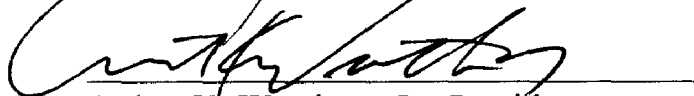
Assignor:

Patrick Wahl:



Assignee:

Practical Solutions Unlimited, Inc., by:



Arthur K. Weathers, Jr., President

Schedule A

	Mark	Registration Number	Registration Date
1.	ENDOMAGIC!	2,202,080	November 3, 1998
2.	ENDO MAGIC!	2,001,618	September 17, 1996
3.	ENDOMAGIC	Common law	none
4.	ENDO-MAGIC	Common law	none

ID # 249994v02/12682-1
1/2/2001

RECORDED: 09/07/2001

TRADEMARK
REEL: 002365 FRAME: 0570