

10-16-2001



To The Honorable Commissioner of Patents

101875393

and original documents or copy thereof.

1. Name of conveying party(ies):

Optimer, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State: **Delaware**
☐ Other:

Additional name(s) of conveying party(ies)
attached? ☐ YES ☒ NO

3. Nature of Conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other:

Execution Date: **September 27, 2001**

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

Name: **Optimer Performance Fibers, Inc.**Internal Address: **403 Marsh Lane**Street Address: **403 Marsh Lane**City: **Wilmington**State: **Delaware**ZIP: **19804-2402**☐ Individual(s) citizenship:☐ Association:☐ General Partnership:☐ Limited Partnership:☒ Corporation-State: **Delaware**☐ Other:

If assignee is not domiciled in the United States, a domestic
representative designation is attached: ☐ YES ☐ NO

(Designation must be a separate document from Assignment)

Additional name(s) & address attached? ☐ YES ☐ NO

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

A. Trademark Application No.(s)

75/492,271**76/097,584**

B. Trademark registration No.(s)

2,306,455**2,462,890**Additional numbers attached? ☐ YES ☒ NO

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

Name: **Denise I. Mroz, Esq.**

Internal Address:

**WOODCOCK WASHBURN KURTZ MACKIEWICZ &
NORRIS LLP****One Liberty Place - 46th Floor**Street Address: **1650 Market Street**City: **Philadelphia** State: **Pennsylvania**ZIP: **19103-7301**

6. Total number of applications and registrations involved:

47. Total fee (37 CFR 3.41):.....\$**115.00**☒ Enclosed☐ Authorized to be charged to deposit account8. Deposit account number: **23-3050**

(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.

Denise I. Mroz, Esq.

Name of Person Signing

Signature

September 28, 2001

Date

Total number of pages including cover sheet, attachments, and document: **3**

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks**Box Assignments****Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project. (0651-0011).

DEED OF ASSIGNMENT OF TRADEMARKS

WHEREAS, Optimer, Inc., a corporation organized under the laws of the State of Delaware, USA, having its principal place of business at 403 Marsh Lane, Wilmington, Delaware 19804-2402 USA (hereinafter "Assignor"), is the owner of the U.S. trademark registrations and trademark applications listed in Schedule I attached hereto;


WHEREAS, Optimer Performance Fibers, Inc., a corporation organized under the laws of the State of Delaware, USA, having its principal place of business at 403 Marsh Lane, Wilmington, Delaware, 19804-2402, USA (hereinafter "Assignee"), desires to acquire the entire right, title and interest in and to each U.S. trademark registration and trademark application listed in Schedule I attached hereto and the ongoing and existing business of Assignor to which the trademarks pertain (collectively, the "Trademarks");

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, the entire right, title and interest in and to the Trademarks, the ongoing and existing business of Assignor to which the Trademarks pertain and the goodwill of the business connected with the Trademarks, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives. Assignor further assigns to Assignee all rights to sue for and receive all damages accruing from past infringements of the Trademarks herein assigned.

This Assignment shall be binding upon the parties hereto and their respective successors and assigns. This Assignment shall be construed in accordance with the laws of the State of Delaware applicable to contracts made and to be performed entirely within such State, and without regard to its conflicts of law doctrines. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, arrangements and understandings, written or oral, which relate to the subject matter hereof.

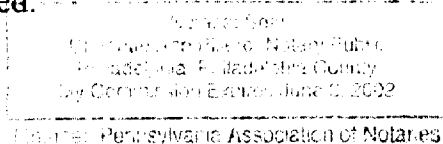
In witness whereof, Paul A. Bradley, an authorized representative of Optimer, Inc., has set his/her hand on behalf of Optimer, Inc. this 27th day of September, 2001.

OPTIMER, INC.

By: 
Name: Paul A. Bradley
Title: Chief Financial Officer

State of Pennsylvania:
County of Philadelphia:

Personally appeared before me the above-named Paul A. Bradley, to me well known, who signed the foregoing DEED OF ASSIGNMENT OF TRADEMARKS on behalf of Optimer, Inc. in my presence on the date thereof and acknowledged the same to be his voluntary act and deed.



Charlotte Ann Pileiro
Notary Public

In witness whereof, Paul A. Bradley, an authorized representative of Optimer Performance Fibers, Inc., has set his/her hand on behalf of Optimer Performance Fibers, Inc. this 27th day of September, 2001.

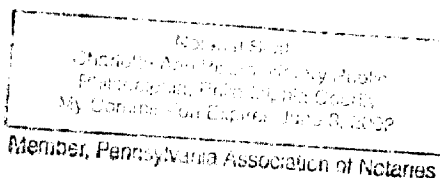
OPTIMER PERFORMANCE FIBERS, INC.

By: [Signature]
Name: Paul A. Bradley
Title: Chief Financial Officer

Personally appeared before me the above-named Paul A. Bradley, to me well known, who signed the foregoing DEED OF ASSIGNMENT OF TRADEMARKS on behalf of Optimer Performance Fibers, Inc. in my presence on the date thereof and acknowledged the same to be his voluntary act and deed.

In witness whereof, Paul A. Bradley, an authorized representative of Optimer Performance Fibers, Inc., has set his/her hand on behalf of Optimer Performance Fibers, Inc. this 27th day of September, 2001.

Charlotte Ann Pileiro
NOTARY PUBLIC



Schedule I

U.S. Trademark Registration No. 2,306,455 for FRESHGUARD

U.S. Trademark Application No. 75/492,271 for DRI-RELEASE (Class 25)

U.S. Trademark Registration No. 2,462,890 for DRI-RELEASE (Classes 22, 24)

U.S. Trademark Application No. 76/097,584 for PURE COMFORT (Classes 24, 25)

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