

01-09-2002



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Form PTO-1574 (Rev. 03/01) OMB No. 0651-0027 (EXP. 03/2002)

RECC TF

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

Tab settings

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

1. Name of conveying party(ies):
Tissue Science Laboratories (UK) Limited

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Corporation of United Kingdom

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

2. Name and address of receiving party(ies)
 Name: Tissue Science Laboratories PLC
 Internal Address: Ellenborough House
 Street Address: Wellington Street
Cheltenham, GL50 1YD, United Kingdom
 City: _____ State: _____ Zip: _____

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Corporation of United Kingdom

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Correction of Assignment recorded at Reel 2318, Frame 23 to correct Execution Date: November 23, 2001 assignee

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
U.S. Serial No. 75/587,937

Additional number(s) attached Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Theodore A. Breiner
 Internal Address: BREINER & BREINER, L.L.C.
 Street Address: 115 North Henry Street
P.O. Box 19290
Alexandria, VA 22320-0290
 City: _____ State: _____ Zip: _____

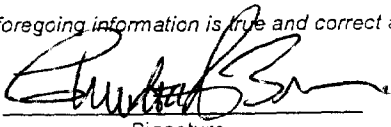
6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
02-3690
 (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.

Theodore A. Breiner  01/02/2002
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 7

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

01/08/2002 6TON11 00000124 023690 75587937
01 FC:481 40.00 CH

TRADEMARK REEL: 002418 FRAME: 0450

Dated 23 November 2001

TISSUE SCIENCE LABORATORIES (UK) LIMITED

- and -

TISSUE SCIENCE LABORATORIES PLC

DEED OF ASSIGNMENT

- of -

TRADE MARKS AND TRADE MARK APPLICATIONS

Rickerby Watterson

SOLICITORS

THIS AGREEMENT is dated

day of

2001

PARTIES:

- (1) **TISSUE SCIENCE LABORATORIES (UK) LIMITED** (formerly known as Tissue Science Laboratories Limited) (Company No. 3048654) whose registered office is at Ellenborough House, Wellington Street, Cheltenham, GL50 1YD ("the Assignor")
- (2) **TISSUE SCIENCE LABORATORIES PLC** (Company No. 3692567) whose registered office is at Ellenborough House, Wellington Street, Cheltenham, GL50 1YD ("the Assignee")

PRELIMINARIES:

- (A) The Assignor is the registered proprietor of the trade marks listed in Schedule One ("the Trade Marks") and the applicant in respect of the trade mark applications listed in Schedule Two ("the Applications) all of which stand or are proceeding in the Assignor's name.
- (B) On 22 June 2000, the Assignor and the Assignee entered into an agreement (the "Hive Up Agreement") for the transfer to the Assignee of certain assets and intellectual property rights including the Trade Marks and the Applications, such transfer to have effect from 1 July 1999.

OPERATIVE PROVISIONS:

1. ASSIGNMENT

1.1 For the valuable consideration set forth in the Hive Up Agreement the Assignor with full title guarantee hereby **ASSIGNS** to the Assignee free from encumbrances all its right title and interest in and to:

1.1.1 the Trade Marks; and

1.1.2 the Applications to the intent that the grant of any trade marks arising from the Applications shall be in the name of and vest in the Assignee

together with all statutory and common law rights attaching thereto and all rights and powers arising or accrued from the Trade Marks and the Applications including the right to sue for damages and other remedies in respect of any infringement of the Trade Marks or the Applications or any trade marks arising from the Applications and to retain any damages as a result of such actions.

1.2 The Assignor confirms that this Assignment is made with the goodwill attaching to the Trade Marks and the Applications and any trade marks arising from the Applications and the goodwill of the business in which the Trade Marks have been used by the Assignor.

2. **FURTHER ASSISTANCE**

The Assignor covenants that at the request and cost of the Assignee it will do all such acts and execute all such documents as may reasonably be necessary or desirable to secure the vesting in the Assignee of all rights assigned to the Assignee under this Deed and to assist in the resolution of any question concerning the Trade Marks and Applications.

3. **CERTIFICATE OF VALUE**

It is certified that this transaction does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration involved exceeds Sixty thousand pounds (£60,000).

EXECUTED by or on behalf of the parties but not delivered until the date first set out in this Deed

**SCHEDULE ONE
THE TRADEMARKS**

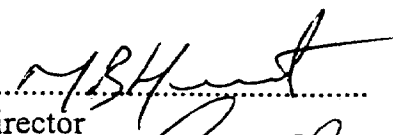
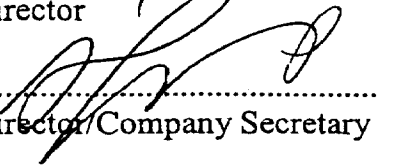
Country	Application No. Application Date	Registration No. Registration Date	Trade Mark	International Classes
EU	000586610 30.07.1997	000586610 19.11.1999	PERMACOL	05, 10, 40
UK	2122228 30.01.1997	2122228 08.08.1997	PERMADERM	05,10
UK	2122270 30.01.1997	2122270 22.05.1998	PERMACOL	05, 10
UK	2167478 22.05.1998	2167478 27.11.98	HYDROPROOF	05

SCHEDULE TWO

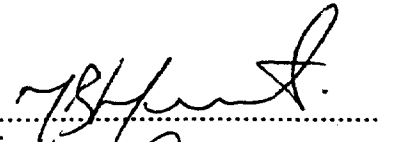

THE APPLICATIONS

Country	Application No. Application Date	Trade Mark	International Classes
Canada	1010642 31.03.1999	PERMACOL	05, 10
Canada	1009810 24.03.1999	HYDROPROOF	05
EU	001119932 26.03.1999	HYDROPROOF	05
USA	75587937 13.11.1998	PERMACOL	05, 10

EXECUTED as a Deed by)
TISSUE SCIENCE LABORATORIES)
(UK) LIMITED by the signatures of :)


.....
Director

.....
Director/Company Secretary

EXECUTED as a Deed by)
TISSUE SCIENCE LABORATORIES)
PLC by the signatures of :)


.....
Director

.....
Director/Company Secretary