

1.4.02

01-31-2002

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2001)  
Tab settings ⇌ ⇌ ⇌ ▼



101978821

EET U.S. DEPARTMENT OF COMMERCE  
Y 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):  
**Occulogix Corporation**

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State **Florida**  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
Name: **Visco Technologies, Inc.**  
Internal  
Address: **Suite 414**

Street Address: **15 East Uwchlan Avenue**  
City: **Exton** State: **PA** Zip: **19341**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State **Pennsylvania**  
 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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: **October 5, 2001**

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
**2231130**

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: **Paul J. Kennedy, Esquire**  
**Pepper Hamilton LLP**  
**3000 Two Logan Square**  
Internal Address: **18th & Arch Streets**

Street Address: **3000 Two Logan Square**  
**18th & Arch Streets**

City: **Phila.** State: **PA** Zip: **19103**

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 3.41).....\$ \_\_\_\_\_  
 Enclosed (Submitted previously)  
 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.*

**Paul J. Kennedy**  
Name of Person Signing

*Paul J. Kennedy*  
Signature

**1/4/01**  
Date

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

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

TRADEMARK  
REEL: 002434 FRAME: 0503

10-18-2001



101876582

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

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):

Occulogix Corporation

10/10/01

- Individual(s) Association General Partnership Limited Partnership Corporation-State Florida Other

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

2. Name and address of receiving party(ies)

Name: Visco Technologies, Inc.

Internal Address: Suite 414

Street Address: 15 East Uwchlan Avenue

City: Exton State: PA Zip: 19341

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Pennsylvania 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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: October 5, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2231130

Additional number(s) attached Yes No

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

Name: Paul J. Kennedy, Esquire Pepper Hamilton LLP Internal Address: 3000 Two Logan Square 18th & Arch Streets

Street Address: 3000 Two Logan Square 18th & Arch Streets

City: Phila State: PA Zip: 19103

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:

(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.

Paul J. Kennedy

Name of Person Signing

Signature

10/10/01

Date

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

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

10/17/2001 LABEL ER 0000009: 2231130

10/17/01

40.00 0P

ASSIGNMENT OF UNITED STATES TRADEMARK

THIS ASSIGNMENT AGREEMENT is made as of the 5<sup>th</sup> day of October, 2001, between OCCULOGIX CORPORATION ("Assignor"), a Florida corporation, with offices at 612 Florida Avenue, Palm Harbor, Florida 34683 and VISCO TECHNOLOGIES INC., a Pennsylvania corporation with offices at 15 East Uwchlan Avenue, Suite 414, Exton, Pennsylvania 19341 ("Assignee").

WITNESSETH

WHEREAS, Assignor is the owner of the federal trademark RHEOLOGIX, United States Patent and Trademark Office Registration No. 2231130, and the common law rights thereto (hereinafter the "Trademark");

WHEREAS, Assignor desires to assign to the Assignee all of Assignor's right, title and interest in and to the Trademark and the goodwill associated therewith; and

WHEREAS, Assignee desires to acquire and accept all of Assignor's right, title and interest in and to the Trademark and the goodwill associated therewith.

NOW, THEREFORE, in consideration of Ten Dollars (\$10), the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Trademark together with the goodwill of the business which is symbolized by the Trademark and the right to sue and recover any damages and profits and all other remedies for past, present or future infringements thereof. The parties hereto shall cooperate fully with each other in any action required to be taken to fulfill their respective obligations hereunder, including, without limitation, the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions which either party reasonably requests from time to time to effectuate the purposes and intent of the transaction provided for herein and otherwise to consolidate, vest and record in Assignee, full and complete ownership of the Trademarks.

2. Acceptance of Assignment. Assignee hereby accepts the foregoing assignment.

3. Miscellaneous.

a. Controlling Law. This Assignment Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

b. Binding Nature of Agreement. This Assignment Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

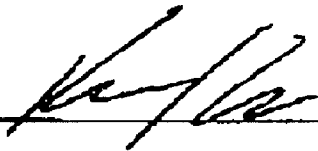
c. Counterparts. This Assignment Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement binding on the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment Agreement as of the date first written above.

OCCULOGIX CORPORATION

By:   
John Cornish  
President

VISCO TECHNOLOGIES INC.

By:   
KENNETH R. KEWSEY M.D.  
PRESIDENT