

21302

02-20-2002

Form PTO-1594



101986388

U.S. Department of Commerce
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):
Montague Claybrook

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

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

2. Name and address of receiving party(ies):
Name: Rheologics, Inc.
Internal Address:
Street Address: 15 East Uwchlan Avenue, Suite 414
City: Exton State: PA Zip Code: 19341
Country: USA

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

Execution Date(s): 12/03/01

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

If assignee is not domiciled in the United States, a domestic representation 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): See *Schedule A*, attached

A. Trademark Application No(s). B. Trademark Registration No(s).
75978380

Additional numbers attached? yes no

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Sterne, Kessler, Goldstein & Fox P.L.L.C.
Internal Address: c/o Edward J. Kessler
Street Address: 1100 New York Ave., N.W.
Suite 600
City: Washington State: D.C. Zip Code: 20005-3934

6. Total number of applications and registrations involved 6
7. Total fee (37 C.F.R. § 3.41).....\$240.00
 Enclosed
 Authorized to be charged to Deposit Account
8. Deposit Account Number: 19-0036

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 copy of the original document.

Edward J. Kessler
Name of Person Signing

Signature

2/13/02
Date

Total number of pages including cover sheet, attachments and documents: 8

OMB NO. 0651-0011 (exp.4/94)

02/19/2002 LMUELLER 00000149 75978380

01 FC:481
02 FC:482

40.00 DP
125.00 DP

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

02/19/2002 LMUELLER 0009493600
Date: 1/30/02 Name/Number: 75978380 \$75.00 CR
FC: 7/4

TRADEMARK
REEL: 002445 FRAME: 0473

Trademarks

CYTOMETRICS TRADEMARK STATUS REPORT

SKGF Matter No.	Mark/App. No.	Class(es)	Country	Status
1637.0080000	CYTOMETRICS 75/355,939	40	USA	Abandoned:
1637.0080001	CYTOMETRICS 75/978,380	10	USA	Registration No. 2,293,701 granted 11/16/99. Section 8 & 15 Affidavits due 11/16/05.
1637.0080002	CYTOMETRICS 75/979,462	37	USA	Registration No. 2,420,152 granted 01/09/01. Section 8 & 15 Affidavits due 01/09/07.
1637.008CA00	CYTOMETRICS 870,537	10, 37 & 40	Canada	Abandoned:
1637.008CN00	CYTOMETRICS 9800017709	10	China	Registration No. 1292111 granted 07/07/99. Renewal application due 07/07/09.
1637.008CN10	CYTOMETRICS 9800017710	35	China	Registration No. 1282316 granted 06/07/99. Renewal application due 06/07/09.
1637.008CTC0	CYTOMETRICS 760199	10, 37, 40 & 42	Europe	Registration No. 760199 granted 06/26/99. Renewal application due 03/02/08.
1637.008JP00	CYTOMETRICS 10-7506	10 & 35	Japan	Registration No. 4322965 granted 10/08/99. Renewal application due 10/08/09.
1637.008JP10	CYTOMETRICS 11-65101	37 & 40	Japan	Registration No. 4387454 granted 05/26/00. Renewal application due 05/26/10.
1637.0090000	HEMOSCAN 75/355,940	10	USA	Registration No. 2,242,067 granted 04/27/99. Section 8 & 15 Affidavits due 04/27/05.
1637.009CA00	HEMOSCAN 870,538	10	Canada	Reply to Office Action filed 08/04/00. Awaiting further action from Trademark Office.
1637.009CH00	HEMOSCAN <i>Appl. No. to be assigned</i>	10	Switzerland	Awaiting action from Trademark Office.

1637.009CN00	HEMOSCAN 9800017714	10	China	Registration No. 1292112 granted 07/07/99. Renewal application due 07/06/09.
1637.009CTC0	HEMOSCAN 765892	10	Europe	Abandoned (converted to direct filings in Germany, Spain, France, Great Britain, Spain and Italy). Awaiting action from Trademark Office.
1637.009DE00	HEMOSCAN 30112280.6/10	10	Germany	
1637.009ES00	HEMOSCAN 2383550	10	Spain	Published for opposition 08/01/01. Awaiting action from Trademark Office.
1637.009FR00	HEMOSCAN 013104309	10	France	Notice of Opposition filed by Hospal AG. Reply to Opposition due 12/10/01.
1637.009GB00	HEMOSCAN 2271647	10	Great Britain	Reply to Office Action due 12/18/01.
1637.009IT00	HEMOSCAN <i>Appl. No. to be assigned</i>	10	Italy	Awaiting action from Trademark Office.
1637.009JP00	HEMOSCAN 10-7508	10	Japan	Registration No. 4314660 granted 09/10/99. Renewal application due 09/10/09.
1637.0110000	C Design 75/370,233	10, 37 & 40	USA	Registration No. 2,304,638 granted 12/28/99. Section 8 & 15 Affidavits due 12/28/05.
1637.011CA00	C Design 870,536	10 & 35	Canada	Registration No. TMA 533,579 granted 09/27/00. Renewal application due 09/27/15.
1637.011CN00	C Design 9800017711	35	China	Registration No. 1282159 granted 06/07/99. Renewal application due 06/06/09.
1637.011CN10	C Design 9800017712	10	China	Registration No. 1282159 granted 06/07/99. Renewal application due 06/06/09.
1637.011CTC0	C Design 760637	10, 37 40 & 42	Europe	Registration No. 760637 granted 03/02/98. Renewal application due 03/02/08.
1637.011JP00	C Design 10-7507	10 & 35	Japan	Registration No. 4322966 granted 10/08/99. Renewal application due 10/08/09.
1637.011JP10	C Design 11-65102	37 & 40	Japan	Registration No. 4351879 granted 01/14/00. Renewal application due 01/14/10.
1637.0200000	CYTOSCAN 75/615,777	37 & 40	USA	Reply to Office Action filed 01/61/01. Awaiting further action from Trademark Office.
1637.0200001	CYTOSCAN 75/981,253	10	USA	Awaiting action from Trademark Office.

1637.020CA00	CYTOSCAN 1021234	10, 37 & 40	Canada	Reply to Office Action due 12/15/01. No further extensions of time possible without substantive reasons.
1637.020CN00	CYTOSCAN 9900077180	40	China	Registration No. 1475685 granted 11/14/00. Renewal application due 11/14/10.
1637.020CN10	CYTOSCAN 9900077181	10	China	Registration No. 1519477 granted 02/07/01. Renewal application due 02/06/11.
1637.020CN20	CYTOSCAN 9900077182	37	China	Registration No. 1467474 granted 10/28/00. Renewal application due 10/28/10.
1637.020CTC0	CYTOSCAN 1230564	10, 37 & 40	Europe	Abandoned.
1637.020JP00	CYTOSCAN 11-59738	10, 37 & 40	Japan	Reply to Office Action filed 12/22/00. Awaiting further action from Trademark Office.

Trademark Assignment

U.S. and International Trademark Assignment

THIS TRADEMARK ASSIGNMENT is made as of the Effective Date set forth below by Montague Claybrook, Trustee ("Assignor"), for the benefit of Rheologics, Inc., a Pennsylvania corporation ("Assignee").

A. Assignor is Chapter 7 Trustee for Cytometrics, Inc., a Delaware corporation ("Debtor") that is the debtor in In re Cytometrics, Inc., Case no. 01-1136 (PJW), a Chapter 7 case under the United States Bankruptcy Code, pending before the United States Bankruptcy Court for the District of Delaware (the "Court").

B. Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of November 20, 2001 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, assign, transfer and convey to Assignee and Assignee has agreed to purchase and acquire from Assignor, all Assignors' right, title and interest in and to the Purchased Assets all on the terms and conditions set forth in the Purchase Agreement. Except for terms specifically defined in this Trademark Assignment; all capitalized terms used in herein shall have the same meanings as such terms have when utilized in the Purchase Agreement.

C. Assignee desires to acquire Assignor's entire right, title and interest, if any, in and to Debtor's trademarks, including those identified in Schedule A attached hereto (the "Trademarks") and the registrations and applications for registration, if any, currently pending at the trademark or intellectual property offices in the countries or jurisdictions shown in Schedule A, all of which are included in the Purchased Assets.

D. The Court has entered the Sales Order approving the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor hereby assigns to Assignee all right, title and interest, if any, of Assignor, including common law rights, in the United States and all other countries and jurisdictions of the world in and to the Trademarks and the registrations and applications for registration, together with any goodwill of Assignor's business symbolized by and appurtenant to the Trademarks and applications or registrations thereof.

2. Assignor hereby constitutes and appoint Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to

enforce any claim or right of any kind with respect thereto. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

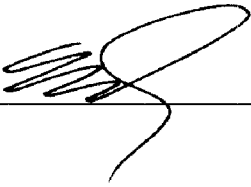
3. This Trademark Assignment does not include any Excluded Assets. This Trademark Assignment is made without recourse, representation or warranty except as expressly set forth in the Purchase Agreement.


(Signature Page Follows)

IN WITNESS WHEREOF, Assignor has executed this Assignment of Trademark as of the Effective Date set forth below.

Date of Execution: 12/3/01

Assignor
MONTAGUE CLAYBROOK, Chapter 7 Trustee
for CYTOMETRICS, INC., Debtor




By: 
Name: Montague Claybrook
Title: Trustee

ACKNOWLEDGMENT

State of PENNA)
County of PHILA) ss.

On this 3RD day of December, before me, the undersigned, personally appeared Montague Claybrook, Trustee, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed this instrument on behalf of the debtor corporation named herein, and acknowledged that s/he executed it in his/her capacity as Trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public

My Commission Expires on _____

