

03-14-2002

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



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

Tab settings

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

1. Name of conveying party(ies):

Sentinel Products Corp.

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

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Confirmation of Assignment of Trademarks

Execution Date: December 30, 2001

2. Name and address of receiving party(ies)

Name: Collect, LLC

Internal

Address:

Street Address: 70 Airport Road

City: Hyannis State: MA Zip: 02601

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State

Other Delaware Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,603,752; 1,888,485; 2,267,023; 2,366,991; and 2,386,263

Additional number(s) attached Yes No

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

Name: Terry Mahoney, Esq.

Internal Address: LeBoeuf, Lamb, Greene & MacRae, LLP

Street Address: 260 Franklin Street

City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41): \$ 140.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(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.

Thomas Fenerty

Name of Person Signing

Signature

Signature

February 15, 2002

Date

Total number of pages including cover sheet, attachments, and document: 4

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

03/13/2002 TDIAZ1 00000127 1888485

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TRADEMARK REEL: 002460 FRAME: 0357

## CONFIRMATION OF ASSIGNMENT OF TRADEMARKS

THIS CONFIRMATION OF ASSIGNMENT OF TRADEMARKS is made as of the 30th day of December, 2001, by and among Sentinel Products Corp., a New York Corporation ("Assignor") and Collect LLC, a Delaware limited liability company ("Assignee").

### WITNESSETH:

WHEREAS, pursuant to an Assignment of Intellectual Property, dated December 14, 1998, by and among Assignee and Assignor, Assignor transferred to Assignee rights in and to certain trademarks and registrations therefor; and

WHEREAS, Assignor, directly or by its predecessor in interest, had used in its business and registered in the United States Patent and Trademark Office (the "Trademark Office") the trademarks EMR, Registration No. 2,267,023, dated August 13, 1999; F-CELL, Registration No. 1,603,752, dated June 26, 1990; FMP, Registration No. 2,386,263, dated September 12, 2000; SENFLEX, Registration No. 2,366,991, dated July 11, 2000; and T-CELL, Registraton No. 1,888,485, dated April 11, 1995 (collectively the "Trademarks").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual premises, covenants and conditions contained in this Confirmation of Assignment of Trademarks, the parties hereto do hereby agree as follows:

1. Confirmation of Assignment. For the consideration described in Section 4 below, Assignor does hereby confirm its assignment to Assignee all of Assignor's right, title and interest in, to and under the Trademarks and the registrations thereof, including all federal and state trademark registrations owned by Assignor for the Trademarks and all pending federal and state

trademark applications filed by Assignor for the Trademarks and owned at any time by Assignor, together with all of the goodwill of the business connected with the use of and symbolized or represented by the Trademarks and Assignor further confirms and agrees that such Assignment of Intellectual Property was binding and of full force and effect as of December 14, 1998 and is binding and of full force and effect as of December 31, 2001.

2. Representations. Assignor hereby represents and warrants that (1) its assignment of the Intellectual Property to Assignee was and is valid and binding on Assignor and its successors and assigns, (2) Assignor was and is not aware of any other person or entity that has or claims any rights in or to the Trademarks and (3) on December 14, 1998, the Trademarks were not subject to any mortgage, pledge or other encumbrance, and since December 14, 1998 Assignor has not mortgaged, pledged, or knowingly permitted any lien, license, claim and/or encumbrance to exist with respect to the Trademarks.

3. Assistance in Recording Confirmation of Assignment of Trademarks. Assignor agrees to take whatever action may be required and to execute whatever documents may be necessary under the rules and regulations of the Trademark Office to record this Confirmation of Assignment of Trademarks.

4. Payment of Confirmation Price. Assignee agrees to pay and Assignor hereby acknowledges payment by Assignee of the price for this Confirmation of Assignment of Trademarks of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

5. General Provisions.

(a) This Confirmation of Assignment of Trademarks shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, executors, or administrators.

(b) No amendment of, addition to or other change in any provision of this Confirmation of Assignment of Trademarks shall be effective or binding on the parties hereto unless set forth in writing and executed by each of the parties hereto.

(c) The headings of the Sections hereunder are inserted for convenience of reference only and shall not affect the construction or interpretation hereof.

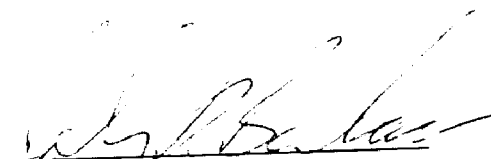
(d) In the event that any provision hereof is held to be invalid or void by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Confirmation of Assignment of Trademarks, and the voidance of same shall in no way affect any other provision herein contained.

(e) This document shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have caused this Confirmation of Assignment of Trademarks to be duly executed as of the date first set forth above.

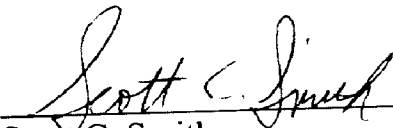
SENTINEL PRODUCTS CORP.

BY:

  
John D. Bambara  
President

CELLECT LLC

BY:

  
Scott C. Smith  
President and Chief Executive Office

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