

09-26-2002

Attorney Docket No. 124-00065
U.S. Department of Commerce
Patent and Trademark Office

Form PTO-1594
1-31-92

9.2302

RECC

102233440

TRADEMARKS ONLY

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

<p>1. Name of conveying party(ies):</p> <p>BIOCOMPATIBLES LIMITED Chapman House Farnham Business Park Farnham, Surrey GU9 8QL</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Ltd. Partnership <input checked="" type="checkbox"/> Corporation - Country <u>England and Wales</u> <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>BIOCOMPATIBLES UK LIMITED Chapman House Farnham Business Park Farnham, Surrey GU9 8QL</p> <p><input type="checkbox"/> Individual(s) Citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-Country <u>England and Wales</u> <input type="checkbox"/> Other _____</p>
<p>3. Nature of Conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>April 4, 2002</u></p>	<p>If assignee is not domiciled in the U.S., a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designation must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

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

<p>A. Trademark Application No. (s)</p> <p>75/486,678</p>	<p>B. Trademark Registration No. (s)</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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OFFICE OF PUBLIC RECORDS
770 SEP 23 AM 8:36
FINANCE SECTION

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Daniel D. Fetterley ANDRUS, SCEALES, STARKE & SAWALL, LLP 100 East Wisconsin Avenue, Ste. 1100 Milwaukee, Wisconsin 53202</p>	<p>6. Total number of applications and registrations involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41).....\$40.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to charge to deposit</p> <p>8. Deposit account number: <u>01.2000</u> (Attached duplicate copy of this page if paying by deposit account)</p>
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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.

Daniel D. Fetterley *Daniel D. Fetterley* September 18, 2002
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 6

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

09/25/2002 DBYRME 00000203 75486678

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as first class mail in an envelope to: Commissioner of Patents and Trademarks, Washington, D.C. 20231 on this 18th day of September, 2002.

Daniel D. Fetterley

20,323

Name

Reg. No.

Daniel D. Fetterley
Signature

9/18/02
Date

TRADEMARK
REEL: 2588 FRAME: 0144

DATED

4 April

2002

BIOCOMPATIBLES LIMITED

- and -

BIOCOMPATIBLES UK LIMITED

DEED OF ASSIGNMENT OF TRADE MARKS

TAYLOR JOYNSON GARRETT
Carmelite
50 Victoria Embankment
Blackfriars
London EC4Y 0DX

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Fax: +44 (0)20 7300 7100
DX 41 London

Ref: JMM/CBS

TRADE MARK ASSIGNMENT

THIS DEED OF ASSIGNMENT is made on

4 April

2002

**BETWEEN**

- (1) **BIOCOMPATIBLES LIMITED** a company incorporated in England and Wales with registered number 01833264 whose registered office is at Chapman House, Farnham Business Park, Farnham, Surrey GU9 8QL (the "**Vendor**");
- (2) **BIOCOMPATIBLES UK LIMITED** a company incorporated in England and Wales with registered number 4305025 whose registered office is Chapman House, Farnham Business Park, Farnham, Surrey GU9 8QL (the "**Purchaser**").

INTRODUCTION

- (A) The Vendor is the registered proprietor and legal and beneficial owner of the registered trade marks listed in the Schedule (the "**Registrations**").
- (B) The Vendor has made applications for the registration of various trade marks as listed in the Schedule (the "**Applications**").
- (C) The trade marks the subject of the Registrations and the Applications are hereinafter referred to as the "**Trade Marks**".
- (D) The Vendor has agreed to assign the Trade Marks to the Purchaser on the terms and conditions set out below.

AGREED TERMS

1. The Vendor assigns to the Purchaser absolutely:-
 - (a) its right, title and interest in the Registrations and the Applications;
 - (b) the full benefit of the Applications to the intent that upon any such trade mark being granted and registration made this assignment shall operate to vest the

propriatorship of such trade mark in the Purchaser as registered proprietor absolutely;

- (c) the goodwill attaching to the Trade Marks; and
- (d) all copyright and all rights in the nature of copyright subsisting in the Trade Marks whether present or future vested or contingent in all parts of the world for the full term thereof including any renewals restorations or extensions;

TOGETHER WITH all rights of action, powers and benefits belonging to or accrued to the same.

2. The Vendor will at the Purchaser's cost (as to out-of-pocket expenses only) take all reasonable steps requested by the Purchaser in connection with obtaining the grant of valid registered trade marks pursuant to the said Applications in any part of the world to the extent that the Applications are required to proceed in the Vendor's name prior to grant and will:
 - (a) if required by the Purchaser authorise and instruct trade mark agents of the Purchaser for the purpose of obtaining such grants; and
 - (b) in the event of the grant thereof to it assign to the Purchaser absolutely any registered trade mark granted or to be granted to it pursuant to the said Applications in any part of the world.
3. The Vendor will at the Purchaser's request and cost promptly do all acts and things and execute all documents and deeds that the Purchaser reasonably considers are necessary or desirable for giving full effect to the terms and provisions of this agreement and vesting all rights referred to in paragraph 1 above in the Purchaser absolutely. The Purchaser shall be responsible for and shall bear the costs of any taxes, recordation fees, registration or other official fees relating to the assignment of the Trade Marks and of preparing documents for execution.
4. This agreement shall be governed by and construed in accordance with the laws of England and Wales.
5. Subject to clause 2.5 of the Arbitration Agreement, each of the parties irrevocably agrees to submit any dispute arising out of this agreement, including any question regarding its existence, validity or termination, to arbitration, and such shall be

resolved by arbitration, on the terms and conditions set out in the Arbitration Agreement.

6. For the purposes of this agreement, "Arbitration Agreement" means the arbitration agreement entered into by, amongst others, the parties on 16 March 2002.

This agreement has been executed and delivered as a deed on the date first written above.

EXECUTED by BIOCOMPATIBLES)
LIMITED acting by)

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Director

Director/Secretary

EXECUTED by BIOCOMPATIBLES UK)
LIMITED acting by)

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)
)

Director

Director/Secretary

The Applications

<u>Country:</u>	<u>Applicant:</u>	<u>Trade Mark:</u>	<u>App. No:</u>	<u>App. Date:</u>	<u>Classes:</u>
Canada	Biocompatibles Limited	BIOCOMPATIBLES-PC Device	876974	01/05/1998	5 9 10
United States of America	Biocompatibles Limited	BIOCOMPATIBLES-PC Device	75/486678	18/05/1998	5 9 10