

10-11-2002

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102247238

To the Honorable Commissioner of F

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 Massachusetts Institute of Technology
 77 Massachusetts Avenue
 Cambridge, MA 02139

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

2. Name and address of receiving party(ies)
 Name: WAMIT, Inc.
 Internal Address: Suite 202
 Street Address: 822 Boylston Street
 City: Chestnut Hill State: MA Zip: 02467-2504

Individual(s) citizenship _____
 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 _____

Execution Date: October 29, 1999

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,723,514

Additional number(s) attached Yes No

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

Name: Thomas M. Zimmer

Internal Address: _____

Van Wert, Zimmer & Conlin, P.C.

Street Address: One Militia Drive

10/10/2002 TDIAZ1 00000152 1723514

01 FC:441

40.00 OP

City: Lexington State: MA Zip: 02421

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.

Thomas M. Zimmer
Name of Person Signing
Assistant Secretary

Thomas M. Zimmer
Signature

10/7/02
Date

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

**MASSACHUSETTS INSTITUTE OF TECHNOLOGY
TRADEMARK ASSIGNMENT**

THIS AGREEMENT is made as of the 29th day of October, 1999 (the "Effective Date") by and between the Massachusetts Institute of Technology ("M.I.T."), a Massachusetts corporation, with a principal office at 77 Massachusetts Avenue, Cambridge, MA 02139-4307 and WAMIT, Inc., a Massachusetts corporation, with a principal place of business at 137 Freeman Street, #14
Brookline, MA 02446 ("COMPANY").

RECITALS

WHEREAS, M.I.T. has entered into a license agreement with COMPANY dated October 29, 1999 (the "License Agreement") for certain software programs known as "WAMIT" "HIPAN" and "CHANEL" ("Licensed Software"), and

WHEREAS, pursuant to the License Agreement, COMPANY desires to commercialize the Licensed Software ; and

WHEREAS, M.I.T. and COMPANY desire to avoid any confusion in the marketplace as to origin of the commercial Licensed Software and desire to avoid any dispute between the two parties as to ownership of the trademarks, trade names, and/or trade dress associated with the Licensed Software.

NOW, THEREFORE, M.I.T. and COMPANY, in consideration of the mutual agreements herein contained and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

1. The trademarks being assigned hereunder are: "WAMIT" "HIPAN" and "CHANEL" (the "MARKS"). M.I.T. owns a federal registration with the U.S. Patent and Trademark Office for the mark, "WAMIT", registration no. 1,723,514, in international class 9, a copy of which is attached (the "U.S. Registration") and may have certain common law rights in the marks "HIPAN" and "CHANEL."
2. M.I.T. hereby conveys, transfers, and assigns to COMPANY, its successors and assigns, all of M.I.T.'s rights, title and interest in and to the MARKS, including all goodwill

associated therewith, and including all rights, title and interest to any U.S. Registration therefor, as well as the right to sue for past, present, and future infringements or misappropriations of the MARKS.

3. M.I.T. agrees to cooperate with COMPANY in making such filings as are necessary with the U.S. Patent and Trademark Office to give effect to the assignment herein.

4. COMPANY hereby grants M.I.T. an irrevocable, perpetual, nonexclusive, royalty-free license to use the MARKS in connection with the software, research, academic presentations, academic publications and other activities related to the subject matter with which M.I.T. has used such mark prior to the date of this Agreement.

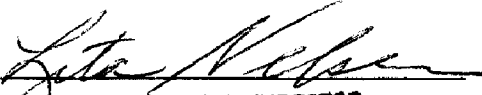
5. M.I.T. agrees that any products or services in connection with which the MARKS are used pursuant to the license granted in Section 4 above shall conform to the quality standards established for such MARKS by COMPANY. COMPANY acknowledges that all of the activities conducted under the mark prior to the date of this Agreement, including, without limitation, software, research, academic presentations and academic publications, satisfy such quality standards, and COMPANY agrees that all future quality standards will be comparable to current quality standards.

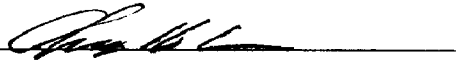
6. This Agreement shall inure to the benefit of and be binding upon the parties hereto, together with their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Agreement, as of the day and year first above written.

**MASSACHUSETTS INSTITUTE
OF TECHNOLOGY**

WAMIT, INC.

By: 
Name: LITA J. NELSEN, DIRECTOR
TECHNOLOGY LICENSING OFFICE
Title: _____

By: 
Name: CHANG-HO LEE
Title: PRESIDENT

The United States of America



Nº 1723514

CERTIFICATE OF REGISTRATION

This is to certify that the records of the Patent and Trademark Office show that an application was filed in said Office for registration of the Mark shown herein, a copy of said Mark and pertinent data from the Application being annexed hereto and made a part hereof,

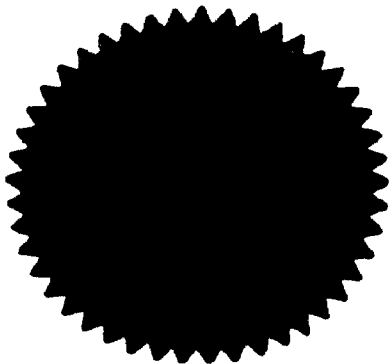
And there having been due compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks,

Upon examination, it appeared that the applicant was entitled to have said Mark registered under the Trademark Act of 1946, as amended, and the said Mark has been duly registered this day in the Patent and Trademark Office on the

PRINCIPAL REGISTER

to the registrant named herein.

This registration shall remain in force for TEN years unless sooner terminated as provided by law.



In Testimony Whereof I have hereunto set my hand and caused the seal of the Patent and Trademark Office to be affixed this thirteenth day of October 1992.

A handwritten signature in cursive script, reading "Douglas S. Long".

Acting Commissioner of Patents and Trademarks

Int. Cl.: 9

Prior U.S. Cl.: 38

United States Patent and Trademark Office **Reg. No. 1,723,514**
Registered Oct. 13, 1992

**TRADEMARK
PRINCIPAL REGISTER**

WAMIT

MASSACHUSETTS INSTITUTE OF TECHNOLOGY (MASSACHUSETTS CORPORATION)
77 MASSACHUSETTS AVENUE
CAMBRIDGE, MA 02139

FOR: COMPUTER SOFTWARE PROGRAM WITH INSTRUCTIONAL MANUALS, SOLD AS A UNIT, FOR CALCULATING AND ANALYZING HYDRODYNAMIC INTERACTIONS OF

WATER WAVES WITH FLOATING OR SUBMERGED VESSELS, IN CLASS 9 (U.S. CL. 38).
FIRST USE 1-1-1987; IN COMMERCE 12-1-1987.

SER. NO. 74-250,036, FILED 2-26-1992.

BARBARA G. HERMAN, EXAMINING ATTORNEY