

11-13-2002



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

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Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):
BioSeptra S.A.

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

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

2. Name and address of receiving party(ies)
Name: Essential Life Solutions, Ltd.
Internal
Address: _____
Street Address: 1415 Hyde Park Avenue
City: Boston State: MA Zip: 02136

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Massachusetts
 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: September 19, 2002

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

B. Trademark Registration No.(s) 1695647

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jacqueline P. Scheib
Internal Address: _____
Street Address: Robinson & Cole LLP
280 Trumbull Street
City: Hartford State: CT Zip: 06103

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:
18-1685
(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.

Jacqueline P. Scheib Jacqueline P. Scheib 11/6/02
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 5

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

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TRADEMARK
REEL: 002615 FRAME: 0241

DEED OF ASSIGNMENT OF TRADEMARKS

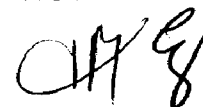
This ASSIGNMENT (this "Agreement"), dated this 19th day of September, 2002 (the "Effective Date") is from BioSeptra S.A., a corporation organized under the laws France, located at 48 Avenues des Genottes, 95800 Cergy Saint Christophe, France ("Assignor") to Essential Life Solutions, Ltd (formerly known as Hodge Bioseparations Ltd.), a corporation organized under the laws of Massachusetts, and located at 1415 Hyde Park Avenue, Boston, Massachusetts 02136 ("Assignee").

WITNESSETH:

WHEREAS, to the best of Assignor's knowledge as of the Effective Date, Assignor is the owner of all right, title and interest in and to the trademarks registrations described on Schedule A (the "Trademarks") attached hereto: and

WHEREAS, Assignor has agreed to transfer such right, title and interest in the Trademarks to Assignee for good and valuable consideration, the receipt and sufficiency of such is hereby acknowledged.


1. Assignment. Assignor hereby sells, assigns and transfers unto Assignee, its successors, heirs and assigns all right, title and interest in and to the Trademarks, including without limitation, the right to any registrations thereof, the right to prosecute any applications therefore, the right to have any registrations issue in the name of the Assignee, the right to apply for and obtain any renewal of any registrations thereof, the right to sue for past and future infringement and the right to the goodwill of the business symbolized thereby.
2. Further Assurances. Assignor will execute any and all additional documents that may be reasonably necessary in the opinion of counsel for Assignee to perfect the transfer of rights set forth herein.
3. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, legal representatives, successors, and permitted assigns.
4. Governing Law. All questions concerning the construction, validity and interpretation of the Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, no the law of conflicts, of the Commonwealth of Massachusetts.
5. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES. ASSIGNOR MAKES THE HEREIN-DESCRIBED ASSIGNMENTS "AS IS", SPECIFICALLY DISCLAIMING ANY REPRESENTATIONS OR WARRANTIES (WHETHER EXPRESS, IMPLIED OR STATUTORY) AS TO THE VALIDITY OF, NON-INFRINGEMENT BY, OR THE EXTENT OF ASSIGNOR RIGHTS IN, OR AS TO RIGHTS APPURTENANT TO, THE TRADEMARKS. ASSIGNOR SHALL NOT




BEAR ANY LIABILITY RELATED TO THE TRANSACTION DESCRIBED
HEREUNDER.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this
Deed of Assignment of Trademarks as of the Effective Date.

BIOSEPRA S.A.

By: 
Name: Thérèse Bourdy
Title: President

ESSENTIAL LIFE SOLUTIONS, LTD.

By: 
Name: E. Daniel Yukon
Title: President

SCHEDULE A

Active Trademark Registrations

Trademark	Country	Reg. No	Most Recent Registration Date	Listed Owner
UPSCALE	Denmark	8645/91	June 19, 2002	IBF
UPSCALE	Finland	121468	March 7, 2002	BioSeptra S.A.
UPSCALE	Great Britain	1436452	July 26, 1990	BioSeptra S.A.
UPSCALE	Great Britain	1436453	July 26, 1990	BioSeptra S.A.
UPSCALE	Ireland	142474	April 3, 1997	BioSeptra S.A.
UPSCALE	Ireland	142475	April 3, 1997	BioSeptra S.A.
UPSCALE	International	558485	July 26, 1990	BioSeptra S.A.
UPSCALE	Norway	149710	March 19, 2002	BioSeptra S.A.
UPSCALE	Sweden	237429	July 3, 1992	BioSeptra IBF

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Expired Trademark Registrations

Trademark	Country	Reg. No	Most Recent Registration Date	Listed Owner
UPSCALE	United States	1,695,647	June 23, 1992	BioSeptra S.A.
UPSCALE	France	1,584,669	April 3, 1990	IBF

