

11-26-2002

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

Resubm

WED 8-16-02

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

1. Name of conveying party(ies):

TIAX, LLC

11-13-02

- 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

Execution Date: JULY 8, 2002

2. Name and address of receiving party(ies)

Name: NEW INNOVATIONS, INC.

Internal Address:

Street Address: P.O. Box 1396

City: FRAMINGHAM State: MA Zip: 01704

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,140,068

Additional number(s) attached Yes No

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

Name: THOMAS F. DUNN, Esq.

Internal Address:

MORSE, BARNES - BROWN & PENDLETON, P.C.

Street Address: 1601 TRAPELO RD.

City: WALTHAM State: MA Zip: 02451

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41): \$ 40.-

- 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 F. Dunn Name of Person Signing

Signature

August 15, 2002 Date

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

08/20/2002 DBYRNE 00000039 1140068

FC:481

40.00 OP

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

**NOTICE OF
TRADEMARK ASSIGNMENT**

Effective Date: July 8, 2002

WHEREAS, TIAX, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Assignor"), has adopted and used the trademarks, service marks and trade names set forth in Exhibit A annexed hereto and made a part hereof, including all applications or registrations therefor (the "Marks") and as of the Effective Date of this Notice of Trademark Assignment ("Assignment") was using and was the owner of the registrations of such Marks in the United States Patent and Trademark Office; and

WHEREAS, New Innovations, Inc., a corporation organized and existing under the laws of the Commonwealth of Massachusetts ("Assignee"), is desirous of acquiring said Marks and the registrations thereof and all goodwill pertaining thereto, effective as of the Effective Date hereof; and

WHEREAS, the Assignor and Assignee have entered into an Asset Purchase Agreement dated as of the Effective Date (the "Purchase Agreement") pursuant to which, among other things, Assignee has agreed to purchase from Assignor, and Assignor has agreed to sell to Assignee, among other things, the Marks;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, effective as of the Effective Date hereof and subject to the terms and conditions of the Purchase Agreement, the parties agree as follows:


1. Assignor hereby transfers, conveys, and assigns to Assignee, and Assignee hereby accepts from Assignor, all right, title, and interest in and to the Marks together with the goodwill associated with the Marks, including all federal and state trademark registrations thereof and applications therefor, as well as all common law rights thereto. Assignee shall have the sole the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to said Marks or the registrations therefore such associated goodwill.
2. Assignee, at its own-cost and expense, shall record a fully executed copy of this Assignment with the United States Patent and Trademark Office or any other agency having Jurisdiction over the ownership of the Marks.
3. Assignor shall make no further use of the Marks on or in connection with any goods or services, nor shall Assignor challenge Assignee's use of the Marks after the date of this Agreement.

4. No modifications of or additions to this Assignment shall have effect unless in writing and properly executed by both parties, making specific reference to this Assignment by date, parties, and subject matter. This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. This Assignment may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives as of the first date listed above.

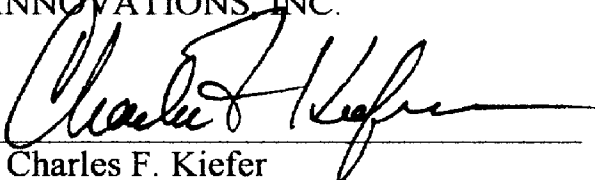
ASSIGNOR:

TIAX LLC

By: 
Name: JOHN M. COLLINS
Title: EXECUTIVE VICE PRESIDENT

ASSIGNEE:

NEW INNOVATIONS, INC.

By: 
Name: Charles F. Kiefer
Title: President

COMMONWEALTH OF MASSACHUSETTS)
) SS.
COUNTY OF Middlesex)

On this 8th day of July, 2002, before me personally appeared John M. Collins to me personally known, who, being by me duly sworn, did say that he is the E. V. P. of TIAX, LLC, a Delaware limited liability company, and that said instrument was signed and sealed on behalf of said corporation, by all necessary authority; and said John M. Collins acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.

James D. Coleman
Notary Public

My Commission Expires: Oct 15, 2004

Exhibit A

1. Innovation Associates®, Registration Number 1140068.
2. IA®