

01-17-2003



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

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

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):

ARGOMED, INC. ARGOMED, LTD.

1-14-03

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

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

2. Name and address of receiving party(ies)

Name: WIT IP Corporation

Internal

Address:

Street Address: 136 Turnpike Road

City: Southborough State: MA Zip: 01772

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware 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: November 19, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,513,070

2,513,079 2,134,195

Additional number(s) attached Yes No

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

Name: Kimberly Jarman

Internal Address: Southborough Place

136 Turnpike Road

Street Address: Southborough Place

136 Turnpike Road

City: Southborough State: MA Zip: 01772

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41), \$ 120.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

032029

FINANCE SECTION RECEIVED NOV 14 AM 11:13

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9. Signature.

Handwritten signature of Kimberly A. Jarman

Name of Person Signing

Handwritten signature

Signature

11/10/03

Date

Total number of pages including cover sheet, attachments, and document.

5

01/16/2003 TDIAZ1 00000198 032029 2513070

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

01 FC:8521 40.00 CH 02 FC:8521 80.00 CH

TRADEMARK REEL: 002651 FRAME: 0537

TRADEMARK ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION,

Reference is hereby made to that certain Asset Purchase Agreement (as in effect from time to time, the "APA"), dated as of November 19, 2002, among ArgoMed, Ltd., a company organized and existing under the laws of Israel and ArgoMed, Inc., a corporation organized and existing under the laws of Delaware (hereafter collectively referred to as "ArgoMed"), on the one hand, and WIT IP Corporation and WIT Holdings, Inc., each a company organized and existing under the laws of Delaware and having a principal place of business at Southborough Place, 136 Turnpike Road, Southborough, MA 01772, on the other. This Trademark Assignment (this "Assignment") is contemplated by, and is being executed and delivered pursuant to, the APA. Capitalized terms used in this Assignment but not otherwise defined herein, have the respective meanings given to them under the APA.

For good and valuable consideration, receipt of which is hereby expressly acknowledged, ArgoMed, Inc. and ArgoMed, Ltd. hereby sell, assign and transfer unto WIT IP Corporation ("Buyer"), and its successors, assigns and legal representatives, the entire right, title and interest, for all countries, together with all the goodwill of the business symbolized by all trademark registrations and trademark applications Related to the Business, including, without limitation, the trademark registrations and trademark applications listed in attached Schedule A to this Assignment, and together with the right to sue and collect damages and/or profits for past infringements of the same, the intent hereof being to substitute Buyer in the place of ArgoMed, Inc. or ArgoMed, Ltd., as applicable.

ArgoMed agrees that, when requested, it will, without charge to Buyer but at Buyer's expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining the registrations for the trademarks referred to in the immediately preceding paragraph in any and all countries, and for vesting title thereto in Buyer, its successors, assigns and legal representatives or nominees.

ArgoMed hereby consents that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of Buyer, its successors, assigns and legal representatives or nominees to claim the aforesaid benefit of the right of priority provided by the International Convention for the protection of Intellectual Property which may henceforth be substituted for it.



IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the day and year set forth below as authorized signatories, agents and representatives of ArgoMed.

ARGOMED, INC.

[Signature]
DAVID M. WARREN

DECEMBER 3, 2002

ARGOMED, LTD.

[Signature]
DAVID SASSON
TEMPORARY LIQUIDATOR

DECEMBER 3, 2002

STATE OF North Carolina
COUNTY OF Nash) SS

On this 3rd day of December, 2002, before me personally came David M. Warren who is/are personally known by me or proved to me on the basis of satisfactory evidence to be the same individual(s) who executed the foregoing assignment, and who acknowledged to me that he/she/they executed the same of his/her/their own free will for the use and purposes therein set forth.

AVA J. DEMARCO
NOTARY PUBLIC
NASH COUNTY, NC

[Signature]
Notary Public for _____
My Commission Expires: 10-22-06

STATE OF _____)
COUNTY OF _____) SS

On this _____ day of _____, 2002, before me personally came the David Sasson who is/are personally known by me or proved to me on the basis of satisfactory evidence to be the same individual(s) who executed the foregoing assignment, and who acknowledged to me that he/she/they executed the same of his/her/their own free will for the use and purposes therein set forth.

Notary Public for _____
My Commission Expires: _____

(see on the cover)

ישראל
ארגון
HAYAH
GAR
*

Schedule A - Trademarks

<u>Country</u>	<u>Mark</u>	<u>Registrant/Applicant</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Serial Number</u>	<u>Registration Number</u>
United States	ARGOMED and Design	Argomed, Inc. New Jersey Corp.	December 10, 1998	November 27, 2001	75/603,169	2,513,070
United States	Flame Design	Argomed, Inc. New Jersey Corp.	January 12, 1999	November 27, 2001	75/619,636	2,513,079
United States	THERMOFLEX	Argomed Ltd., Israel Corp.	January 7, 1997	February 3, 1998	75/223,270	2,134,195
United States	PROSTAPLASTY	Argomed, Inc., Delaware Corp.	December 10, 1998	N/A	75/604,101	N/A
United States	THERMOPLASTY	Argomed, Inc., New Jersey Corp.	March 11, 2000	Abandoned	75/941,995	Abandoned
European Community	THERMOFLEX	Argomed Ltd., Israeli Corp.	April 1, 1996	May 5, 1998	000107656	000107656

TRADEMARK

REEL: 002651 FRAME: 0540

