

02-05-2003

HEET

Docket No.:

LY

49555



102356988

Tab settings

To the Honorable Commissioner of the Patent and Trademark Office, Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

**Triton BioSystems, Inc.**  
200 Turnpike Rd.  
Chelmsford, MA 01824

2003 JAN 30 AM 9:42

FINANCE SECTION

1-30-03

- Individual(s)
- General Partnership
- Corporation-State **Deleware**
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: \_\_\_\_\_

2. Name and address of receiving party(ies):

Name: **Triton Systems, Inc.**

Internal Address: \_\_\_\_\_

Street Address: **200 Turnpike Rd.**

City: **Chelmsford** State: **MA** ZIP: **01824**

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

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

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

A. Trademark Application No.(s)

**76/042646**

B. Trademark Registration No.(s)

Additional numbers  Yes  No

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

Name: **Triton Systems, Inc./IP Department**

Internal Address: \_\_\_\_\_

Street Address: **200 Turnpike Rd.**

City: **Chelmsford** State: **MA** ZIP: **01824**

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:

**50-2254**

DO NOT USE THIS SPACE

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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.

**Lucy Elandjian, Esq.**

Name of Person Signing

Signature

**January 29, 2003**

Date

Total number of pages including cover sheet, attachments, and

5

TRADEMARK

REEL: 002664 FRAME: 0636

## ASSIGNMENT OF PATENTS AND TRADEMARKS

WHEREAS, Triton BioSystems, Inc., a corporation organized and existing under the laws of the State of Delaware (“Assignor”), is the owner of certain United States patents, related patent and trademark filings as identified on Exhibit A attached hereto (together, the “Patents and Trademarks”) and by this reference incorporated herein; and

WHEREAS, Assignor wishes to retain exclusive use of the Patents and Trademarks for medical therapeutic and diagnostic applications, but has no desire to further explore other potential applications and uses of the Patents and Trademarks; and

WHEREAS, Triton Systems, Inc. (“Assignee”) is interested in the non-medical therapeutic and diagnostic potential of the Patents and Trademarks; and

WHEREAS, Assignor has agreed to assign to Assignee its entire right, title, and interest in and to the Patents and Trademarks in exchange for 1) the mutually agreed upon value of One Hundred Thousand United States Dollars (\$100,000) and 2) the grant of an exclusive, irrevocable, world-wide, paid-up license by Assignee to Assignor for the use of the Patents and Trademarks in the fields of medical diagnostics and therapeutics to be executed by the parties hereto under a separate agreement (the “License”); and

WHEREAS, in order to effectuate Assignor’s assignment of its entire right, title and interest in and to the Patents and Trademarks to Assignee, Assignor is executing this instrument of assignment, and Assignee will issue an exclusive, irrevocable, world-wide, paid-up license in a separate document.

NOW, THEREFORE, for One Hundred Thousand United States Dollars (\$100,000) in cash, assumption of debt, and in-kind support, and for other good and valuable consideration, including the grant of the License, the receipt and adequacy of which are hereby acknowledged, Assignor does hereby sell, assign, convey and transfer to Assignee, its successors, assigns and legal representatives, its full and entire right, title and interest in and to the Patents and Trademarks and the inventions disclosed and claimed therein, and any continuations, continuations-in part, divisional and/or foreign applications related thereto (said applications to be included within the meaning of the term Patents and Trademarks, as used herein, with the fields-of-use exclusions as noted above) and any reissue applications pertaining to the Patents and Trademarks, any re-examinations of the Patents and Trademarks and the right to sue and collect damages for past, present and future infringement of the Patents and Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment and for the use and enjoyment of its successors, assigns, and legal representatives, to the end of the term for which the Patent is or may be granted or reissued.

Assignor hereby agrees that Assignee shall have the right to record this instrument of assignment in the United States Patent and Trademark Office so as to establish Assignee as owner of record of the Patents and Trademarks and the inventions disclosed and claimed therein in the United States.

Assignor further agrees, at the request of Assignee and without charge or cost to Assignee, to: (i) execute and have executed any and all other documents of any kind whatsoever,

and to provide any information in connection with the Patents and Trademarks in Assignor's possession or under its control that may be required to carry out the terms and intent of this Assignment; and (ii) fully cooperate with Assignee to enable Assignee to duly record this instrument of assignment with the United States Patent and Trademark Office so that Assignee's ownership of the Patents and Trademarks and the inventions disclosed and claimed therein, is duly made of record in the United States. Notwithstanding anything to the contrary herein, Assignor makes no representations or warranties regarding the Patents and Trademarks.

Assignee hereby agrees to execute an exclusive, irrevocable, world-wide, paid-up license to Assignor for use in the fields of medical diagnostics and therapeutics.

*The rest of this page intentionally left blank.*

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed on the date indicated below.

TRITON BIOSYSTEMS, INC. ("Assignor")

Dated: October 1, 2002

By: [Signature]  
Name: SD MODEL  
Title: CEO

TRITON SYSTEMS, INC. ("Assignee")

Dated: October 1, 2002

By: [Signature]  
Name: R. ROSS HAEGHAT  
Title: CEO

State of Massachusetts

) SS

County of Middlesex )

On this 1<sup>st</sup> day of October, 2002, before me, Kelly B. Pelton, the undersigned Notary Public, personally appeared SD MODEL / R. ROSS HAEGHAT

personally known to me OR

[Signature] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]  
Notary's Signature