

02-13-2003

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings



102364367

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

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

1. Name of conveying party(ies):
Gentronics, Inc.

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

2. Name and address of receiving party(ies)
Name: Harvard BioScience, Inc.
Internal Address: _____
Address: _____

Street Address: 84 October Hill Road
City: Holliston State: MA Zip: 01746

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 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: January 31, 2003

If assigned is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation 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) 2/6/03
Additional number(s) attached _____

B. Trademark Registration No.(s)
See attached Exhibit A
 Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Rachelle A. Kagan, Esq.
Internal Address: _____
Street Address: Goodwin Procter LLP
Exchange Place
City: Boston State: MA Zip: 02109-2881

6. Total number of applications and registrations involved: 8
7. Total fee (37 CFR 3.41) \$ 215.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: 07-1700
(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.
Rachelle A. Kagan
Name of Person signing Signature Date February 6, 2003

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

02/12/2003 ECOOPER 00000240 071700 2229723

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:8522 79103.1 175.00 CH
CPI #1703/193
700034661

TRADEMARK
REEL: 002676 FRAME: 0012

Exhibit A

MARKS

	Mark Serial No. GCWF Docket #	Filing Date	International Class Goods/ Services	Publication Date	Notice of Allowance Date	Statement of Use/REI Due Date/ Filing Date	Registration Date and Number	§ 9 & § 15 Declaration Due	Reg. Renewal Date	Remarks
1.	BTX United States 75/304,701 T04463US0	6/6/97	9				2/16/99 2,223,723	02/16/05	02/15/05	Registered
2.	BTX Logo United States 73/497,812 T04464US0	9/4/84	9				5/28/85 1,337,703		05/23/05	Registered
3.	GENETRODES United States 75/487,812 T04462US0	5/27/97	40							Abandoned
4.	ELECTRONIC GENETICS United States 73/622,711 T04465US0	9/29/86	9				4/12/88 1,484,078		04/12/05	Registered
5.	ENHANCER United States 75/582,363 T04468US0	11/3/98	9				2/1/00 2,313,868	02/01/05	02/01/05	Registered
6.	GENETRODES United States 75/578,621 T04469US0	10/28/9 B	9			6/19/01	9/25/01 2,493,026	9/25/07	9/25/11	Registered
7.	GENETRODES United States 75/578,612 T04470US0	10/28/9 B	41			6/19/01	9/18/01 2,491,122	9/18/07	9/18/11	Registered
8.	MANIPULATOR United States 1,442,915 T04472US0	9/29/86	9				6/18/87 1,442,915		06/18/07	Registered
9.	OPTIMIZOR United States 73/622,714 T04474US0	9/29/86	9				1/26/88 1,473,974		01/26/08	Registered

**NOTICE OF
TRADEMARK ASSIGNMENT**

Effective Date: January 31, 2003

WHEREAS, Genetronics, Inc., a California corporation having offices at 11199 Sorrento Valley Road, San Diego, CA 92121 ("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, Harvard Bioscience, Inc., a Delaware corporation with its principal place of business located at 84 October Hill Road, Holliston, MA ("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, Assignee and Genetronics Biomedical Corporation, a Delaware corporation ("Genetronics"), have entered into an Asset Purchase Agreement dated as of December 24, 2002 (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;

WHEREAS, pursuant to the Purchase Agreement, Assignor and Genetronics conveyed to Assignee substantially all of the assets of a going business.

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 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 thereof or 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 Effective Date.

ASSIGNOR:

Genetronics, Inc.

By: 
Name: Avtar Dhillon, M.D.
Title: President and CEO

ASSIGNEE:

Harvard Bioscience, Inc.

By: _____
Name:
Title:

**NOTICE OF
TRADEMARK ASSIGNMENT**

Effective Date: Jan 31, 2003

WHEREAS, Genetronics, Inc., a California corporation having offices at 11199 Sorrento Valley Road, San Diego, CA 92121 ("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

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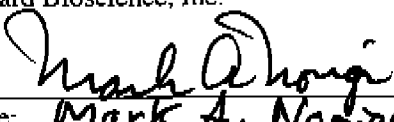
ASSIGNOR:

Genetronics, Inc.

By: _____
Name:
Title:

ASSIGNEE:

Harvard Bioscience, Inc.

By: 
Name: Mark A. Noridge
Title: C.O.O.

STATE OF CALIFORNIA

COUNTY OF SAN Diego) SS.
)

On this 30 day of JANUARY, 2003, before me personally appeared Autar S. Dhillon, to me personally known, who, being by me duly sworn, did say that (s)he is the President of Genetronics, Inc. a California corporation, and that said instrument was signed and sealed on behalf of said corporation, by all necessary authority; and said President 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.

Eloise D Randazzo
Notary Public
My Commission Expires: 3/22/06

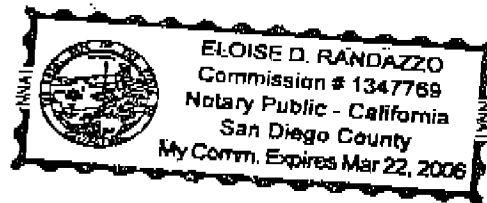


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2.	BTX Logo United States 73/497,812 T04464US0	9/4/94	9			5/28/85 1,337,703	05/28/85	Registered
3.	OGOMETRONICS United States 75/467,842 T04467US0	5/27/97	49					Abandoned
4.	ELECTRONIC GENETICS United States 73/622,711 T04465US0	9/29/86	9			4/12/86 1,484,078	04/12/86	Registered
5.	ENHANCER United States 75/582,363 T04466US0	11/3/98	9			2/1/00 2,313,868	02/01/00	Registered
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9.	OPTIMIZOR United States 73/622,714 T04474US0	9/29/86	9			1/26/88 1,473,974	01/26/88	Registered