

07-14-2003



Form PTO-1594 R
(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

102494719

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

1. Name of conveying party(ies): **HarbourVest Partners, LLC** *7-10-03*

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

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

3. Nature of conveyance:

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

Execution Date: July 1, 2003

2. Name and address of receiving party(ies)
Name: HarbourVest Partners II, LLC

Internal Address: _____
Address: _____

Street Address: One Financial Center

City: Boston State: MA Zip: 02111

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

Other Delaware limited liability company

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

FINANCE SECTION
PM 2:27

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,186,038

Additional number(s) attached Yes No

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

Name: Dagmar Schwartz

Internal Address: Debevoise & Plimpton

Street Address: 919 Third Avenue

City: New York State: NY Zip: 10022

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: _____

FINANCE SECTION
PM 2:27

07/14/2003 00000020 2186038

01 FC 0521 Signature. 40.00 UP

DO NOT USE THIS SPACE

Dagmar Schwartz
Name of Person Signing

Dagmar Schwartz
Signature

7/10/03
Date

5

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

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

TRADEMARK
REEL: 002776 FRAME: 0465

ASSIGNMENT OF TRADEMARK

ASSIGNMENT OF TRADEMARK (the "Assignment") executed as of July 1, 2003 by HarbourVest Partners, LLC, a Delaware limited liability company having its principal place of business at One Financial Center, Boston, MA 02111 ("Assignor"), to HarbourVest Partners II, LLC, a Delaware limited liability company having its principal place of business at One Financial Center, Boston, MA 02111 ("Assignee").

WHEREAS, Assignor owns and uses variations of the name and mark HARBOURVEST PARTNERS, as shown by the service mark and registration set forth on Schedule A hereto (the "Assigned Mark"), for use in connection with financial services, including but not limited to investment management, investment advice, investment consultation and investment of funds for others; and

WHEREAS, Assignor has agreed to assign all of Assignor's right, title and interest in and to the Assigned Mark to Assignee;

NOW, THEREFORE, for \$1 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Effective as of April 16, 2002, Assignor contributes to Assignee all right, title and interest of Assignor in and to the Assigned Mark, and the goodwill of the business connected with the use thereof and symbolized thereby free from any liens; all rights of priority therein in any country as may now or hereafter be granted to Assignor by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Mark, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

This Assignment shall be binding upon and inure to the benefit of the parties and their successors, heirs, legatees and assigns.

Assignor hereby agrees that Assignor shall and shall cause each of its affiliates to, from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as reasonably have been or may be requested by the Assignee to confirm the rights and obligations provided for hereunder and render effective the consummation of the transaction contemplated hereby.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of Massachusetts, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first written above.

HARBOURVEST PARTNERS, LLC

By Edward W. Kane
Edward W. Kane
Managing Member

By D. Brooks Zug
D. Brooks Zug
Managing Member

Express Mail mailing label No. EL 752 978 839 US

Date of Deposit July 10, 2003

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Assistant Commissioner of Trademarks, ~~2900 Crystal Drive~~, Crystal Gateway 4, Room 335, P.O. Box 1450, Arlington, Virginia ~~22202-3513~~ 22313-1450

Beth Akers
(Typed or printed name of person mailing paper or fee)

Beth akers
(Signature of person mailing paper or fee)

SCHEDULE A

Assigned Mark

Registered Mark

Reg. No.

Registration Date

HARBOURVEST PARTNERS

2,186,038

09/01/98