

12/19/03

12-23-2003

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J.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): Eurologic Systems Limited

- Individual(s), General Partnership, Corporation-State, Other Irish Company

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

3. Nature of conveyance:

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

Execution Date: 3/25/03

2. Name and address of receiving party(ies)

Name: Eurologic Systems Group Limited Internal Address: Clonshaugh Industrial Estates Street Address: Clonshaugh City: Dublin State: Zip: 17

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

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

A. Trademark Application No.(s) 78/224,243

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Daniel J. Mansur

Internal Address: Pearson & Pearson, LLP

Street Address: 10 George Street

City: Lowell State: MA Zip: 01852

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:

12/22/2003 01 FC:8521

DBYRNE 00000173 78224243

40.00 DP

2003 DEC 19 AM 8:09 OPR/FINANCE

DO NOT USE THIS SPACE

9. Signature.

Daniel J. Mansur Name of Person Signing

Handwritten signature

Signature

12/16/03

Date

Total number of pages including cover sheet, attachments, and document: 7

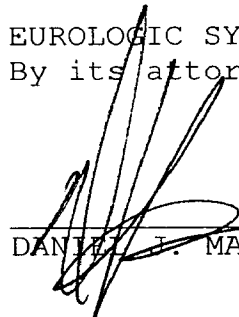
Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002884 FRAME: 0399

**APPOINTMENT OF DOMESTIC REPRESENTATION**

The law firm of Pearson & Pearson, LLP, having a business address at 10 George Street, Lowell, Massachusetts 01852, United States of America is hereby appointed as Assignee's representative upon whom notices or process in proceedings affecting the mark may be served.

EUROLOGIC SYSTEMS GROUP LIMITED  
By its attorney:

  
\_\_\_\_\_  
DANIEL J. MANSUR

**EUROLOGIC SYSTEMS LIMITED**

**- and -**

**EUROLOGIC SYSTEMS GROUP LIMITED**

**TRADE MARK ASSIGNMENT AGREEMENT**

**WILLIAM FRY  
Solicitors  
Fitzwilton House  
Wilton Place  
Dublin 2  
013174.0048.DCU**

BETWEEN:

**EUROLOGIC SYSTEMS LIMITED**

a company incorporated under  
the laws of Ireland and  
registered under number 273238  
with registered office at Clonshaugh Industrial Estate,  
Clonshaugh, Dublin 17  
(the "Assignor")

- and -

**EUROLOGIC SYSTEMS GROUP LIMITED**

a company incorporated under  
the laws of Ireland,  
registered under number 274175  
with registered office at Clonshaugh Industrial Estate,  
Clonshaugh, Dublin 17  
(the "Assignee")

**INTRODUCTION**

Pursuant to an Agreement dated 25 March 2003 between the Assignor and the Assignee the Assignor wishes to transfer to the Assignee all Intellectual Property Rights which it holds in the Intellectual Property.

**IT IS AGREED:**

**1. Definitions**

In this Agreement the following terms shall have the meanings set out below:-

"Intellectual Property", the intellectual property brief particulars of which are set out in the attached Schedule.

"Intellectual Property Rights", all intellectual property rights including without limitation patents, (including utility models and inventions), trade marks (including service marks, trade names and business names), design rights, copyright and related rights (including but not limited to rights in respect of software), internet designations (including domain names), moral rights and database rights, (whether or not any of these is registered and including any application for registration of any such rights), know-how, confidential information and trade secrets for the full term of such rights and including any extension to or renewal of the terms of such rights and all rights or forms of protection of a similar nature or having similar effect to any of these which may exist anywhere in the world.

## **2. Assignment**

In consideration of the sum of Euro €1 now paid by the Assignee to the Assignor (receipt of which the Assignor now acknowledges) and other good and valuable consideration, the Assignor now assigns and transfers to the Assignee absolutely: (a) all right, title and interest in the Intellectual Property including all statutory and common law rights attaching thereto; (b) the right to sue for past infringements and to retain any damages obtained as a result of such action to the Assignee; and (c) all rights and benefits relating to the above including without limitation any right to claim priority from any of the above.

## **3. Undertaking**

- (a) The Assignor undertakes to assign to the Assignee absolutely all rights, title and interest in and to the Intellectual Property Rights relating to the Intellectual Property to the extent such assignment has not been made pursuant to Clause 2 above.
- (b) To the extent that the Assignor cannot assign any Intellectual Property Rights to the Assignee, it is agreed that any such right (including, where applicable, any moral right, such as a right of paternity or integrity) shall be waived and shall not be exercised against the Assignee.

## **4. Further Assurance**

The Assignor shall at no additional charge, on being requested to do so by the Assignee and at the cost and expense of the Assignee, now or at any time in the future, promptly execute all such documents and do all such other acts or things as may be necessary or desirable to give full effect to this Agreement and secure to the Assignee the full benefit of the rights in this Agreement. The Assignor irrevocably appoints the Assignee to be its attorney to act in its name and on its behalf to execute and do any such instruments and things and generally to use its name for the purpose of giving to the Assignee (or its nominee) the full benefit of this Agreement.

## **5. Governing Law**

This Agreement shall be governed by and construed in accordance with Irish law and the parties hereby irrevocably submit to the exclusive jurisdiction of the Irish courts in relation to all matters arising out of or in connection with this Agreement.

## **6. Stamp Duty Certificate**

The parties acknowledge and agree that the transfer of the Assets contemplated hereunder is not chargeable to Irish Stamp Duty by virtue of section 80 of the Stamp Duties Consolidation Act, 1999. In compliance with the requirements of such section, the Assignor shall, forthwith following execution of this Agreement, instruct its solicitors to submit this Agreement to the Revenue Commissioners for Ireland for stamping as not chargeable with any duty.

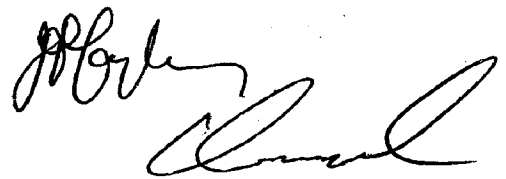
# SCHEDULE

## Intellectual Property

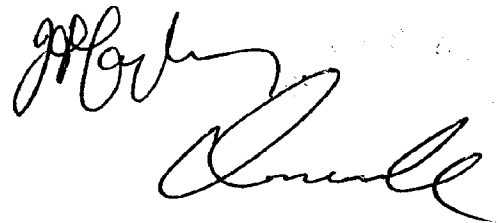
<b>Trade Mark</b>	<b>Jurisdiction</b>	<b>No.</b>
ELIPSAN	USA	78/224,243

IN WITNESS of which this Agreement has been executed by or on behalf of the parties on the date first above written.

**PRESENT when the common seal  
of EUROLOGIC SYSTEMS LIMITED  
was affixed:-**



**PRESENT when the common seal  
of EUROLOGIC SYSTEMS GROUP LIMITED  
was affixed:-**



WF-133673-v1