

01-16-2004

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



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

Tab settings

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

1. Name of conveying party(ies):

Amersham Biosciences UK Limited

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other United Kingdom corporation

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

3. Nature of conveyance:

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

Execution Date: 11/24/2003

2. Name and address of receiving party(ies)

Name: Hoefer, Inc.

Internal Address: c/o Harvard Bioscience, Inc.

Street Address: 84 October Hill Road

City: Holliston State: MA Zip: 01746

- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2663974

Additional number(s) attached Yes No

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

Name: Miriam J. Rovner

Internal Address: Goodwin Procter LLP

Street Address: Exchange Place

53 State Street

City: Boston State: MA Zip: 02109

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:

07-1700

DO NOT USE THIS SPACE

9. Signature.

Rachelle A. Kagan

January 13, 2004

Name of Person Signing

Signature

Date

DBYRNE 00000162 2663974

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

01/15/2004 DBYRNE 250

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

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made the 24th day of November 2003 **BETWEEN**

1. **Amersham Biosciences UK Limited**, Amersham Place, Little Chalfont, Buckinghamshire HP7 9NA, United Kingdom and
2. **Hoefler, Inc.**, 654 Minnesota Street, San Francisco, California 94107, U.S.A. ("Assignee").

WHEREAS:

- A. Assignor is the proprietor of the trademarks, service marks and tradenames set forth on Schedule A attached hereto, including all applications and registrations therefor (the "Trademarks").
- B. Pursuant to that certain Asset Purchase Agreement by and among Harvard Bioscience, Inc., Assignee, Amersham Biosciences (SF) Corp. ("Amersham") and Amersham Biosciences Corp. of even date herewith (the "Purchase Agreement"), Assignee is purchasing from Amersham certain assets related to Amersham's 1-D gel electrophoresis business, the terms, conditions and representations and warranties of which are incorporated herein by reference as if set forth in full.
- C. Pursuant to the Purchase Agreement, Amersham conveyed to Assignee substantially all of the assets of a going business, including certain trademarks held for use in such business.
- D. Assignor now wishes to assign the Trademarks to Assignee, Assignee is desirous of acquiring the Trademarks from Assignor.

NOW, THEREFORE, IN CONSIDERATION of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby assigns unto the Assignee, its successors and assigns, all right, title and interest in and to the Trademarks including, but not limited to, all common law rights in the Trademarks together with the goodwill attaching to or associated with the Trademarks to hold unto Assignee absolutely, including all federal and state trademark registrations thereof and applications therefor. Assignee shall have the sole right to sue and collect damages and/or profits for both past and present infringements of the Trademarks.

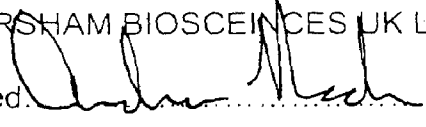
Assignor agrees it will from time to time upon the request of Assignee take such further action to execute such documents as Assignee may reasonably request at the sole cost of the Assignee to effect the transferring, assigning or conveying to Assignee of the Trademarks.

The provisions hereof shall inure to the benefit of the successors and assigns of the Assignor and Assignee.

[end]

IN WITNESS whereof Assignor and Assignee have duly executed this Deed the day and year first before written.

Signed as a Deed on behalf of
AMERSHAM BIOSCIENCES UK LIMITED

Signed. 

Date.....

[Signature page to Trademark Assignment]

HOEFER, INC.

Signed.....

DAVID GREEN
PRESIDENT

[Signature page to Trademark Assignment]