

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Enidine Incorporated		08/19/2004	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Enidine Incorporated		
Street Address:	7 Centre Drive		
City:	Orchard Park		
State/Country:	NEW YORK		
Postal Code:	14127		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2224501	ISMIS	
CORRESPONDENCE DATA			
Fax Number:	(315)425-9114		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	315/425-9000		
Email:	asemple@cny-iplaw.com		
Correspondent Name:	Robert E. Purcell		
Address Line 1:	101 S. Salina Street		
Address Line 2:	4th Floor		
Address Line 4:	Syracuse, NEW YORK 13202		
ATTORNEY DOCKET NUMBER:	346 T 022		
NAME OF SUBMITTER:	Ava Semple		
Total Attachments: 1 source=Assignment - 1 Pg#page1.tif			

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Assignment of Trademarks

WHEREAS, Enidine Incorporated, a New York Corporation, having an address of 7 Centre Drive, Orchard Park, NY 14127 (hereinafter "Assignor") is the owner of United States and foreign trademarks, and the applications and registrations therefor, as identified on the attached Schedule A (hereinafter referred to as the "Marks" and the "Applications/Registrations"); and

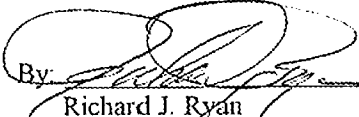
WHEREAS, Enidine Incorporated, a Delaware Corporation, having an address of 7 Centre Drive, Orchard Park, NY 14127 (hereinafter "Assignee") is desirous of acquiring any and all rights that Assignor may have in and to said Marks and said Applications/Registrations therefor, together with the goodwill of the business in connection with which said Marks are used and which is symbolized by said Marks, along with the right to recover for damages and profits for past infringements thereof.

NOW, THEREFORE, by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to said Marks and the Applications/Registrations therefor for the United States, and throughout the world together with the goodwill of the business in connection with which said Marks are used and which is symbolized by said Marks, along with the right to recover for damages and profits for past infringements thereof. Assignor represents that Assignee is a successor to the portion of business of the Assignor to which the Marks pertain.

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to said Marks and said Applications/Registrations in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor, which shall include, without limitation, execution of any forms, statements or other documents required by any trademark office relating to the Marks or the Applications/Registrations listed in Schedule A. Notwithstanding the foregoing, Assignee shall be exclusively responsible for any fees or payments to third parties arising from such efforts.

ENIDINE INCORPORATED
(A New York Corporation)

Date: August 19, 2004

By: 
Richard J. Ryan
Vice President

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS:

Mark	Registration No.
ISMIS	2,224,501