

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LRC PRODUCTS LIMITED		06/26/2004	CORPORATION: UNITED KINGDOM

RECEIVING PARTY DATA	
Name:	REGENT MEDICAL LIMITED
Street Address:	1 Silk Street
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2Y 8HQ
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	1832067	BIOGEL
Registration Number:	1368800	BIOGEL
Registration Number:	2128295	BIOGEL
Registration Number:	1724528	BIOGEL
Serial Number:	78135510	BIOGEL
Serial Number:	75597910	BIOGEL INDICATOR
Registration Number:	1922868	BIOGEL SENSOR
Registration Number:	2111191	NEOTECH
Registration Number:	2849433	OPTI FIT
Serial Number:	78257560	OPTIFIT
Registration Number:	1826870	REGENT
Registration Number:	1554546	REGENT
Registration Number:	1749338	REGENT
Registration Number:	1837255	REGENT

CH \$415.00 1832067

Registration Number:	2785201	SKINSENSE
Registration Number:	1321810	

CORRESPONDENCE DATA

Fax Number: (215)979-1020
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 215-979-1191
Email: nkmclaughlin@duanemorris.com
Correspondent Name: Duane Morris LLP
Address Line 1: One Liberty Place
Address Line 2: 36th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-7396

ATTORNEY DOCKET NUMBER: D0886-00064

DOMESTIC REPRESENTATIVE

Name: Duane Morris LLP
Address Line 1: One Liberty Place
Address Line 2: 36th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-7396

NAME OF SUBMITTER: Nicole K. McLaughlin

Total Attachments: 7
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DATED

26 June

2004



(1) LRC PRODUCTS LIMITED

- and -

(2) REGENT MEDICAL LIMITED

TRADE MARK ASSIGNMENT

BETWEEN

- (1) **LRC PRODUCTS LIMITED** a company incorporated in England under company number 00698371 whose registered office is at 35 New Bridge Street, London EC4U 6BW ("**Assignor**"); and
- (2) **REGENT MEDICAL LIMITED** a company incorporated in England under company number 5104407 whose registered office is at 1 Silk Street, London EC2Y 8HQ ("**Assignee**")

BACKGROUND

- A The Assignor is the proprietor of the registered trade marks and the trade mark applications listed in schedule 1 of this agreement ("**Trade Marks**").
- B The Assignor has agreed to assign and transfer all legal and beneficial right title and interest in and to the Trade Marks and all goodwill that may have accrued to the Assignor by its use of the Trade Marks to the Assignee and the Assignee has agreed to accept such assignment, subject to and in accordance with the terms of this assignment.

1. ASSIGNMENT

1.1 For good and valid consideration as described in section 4 of the sale and purchase agreement by and between (1) SSL International Plc (2) New Bridge Holdings BV (3) SSL Americas Inc (5) LRC Products Limited (6) the Assignee (7) Regent Medical Overseas Limited (8) Regent Medical Americas LLC Limited and (9) Regent Medical Holdings Limited dated 22 May 2004, paid by the Assignee to the Assignor (receipt of which is hereby acknowledged) the Assignor hereby agrees to assign or procure the assignment to the Assignee of:

1.1.1 all legal and beneficial rights title to and interest in and to the Trade Marks including any common law rights and for the avoidance of doubt all goodwill attributable and associated with the Trade Marks; and

1.1.2 the right to bring proceedings against any third party in respect of infringement of the Trade Marks or for passing off or for otherwise infringing the rights of the Assignor in the Trade Marks, including the right to claim damages or such other relief as may be available in respect thereof.

1.2 The Assignor shall at the request of the Assignee execute or procure the execution of formal trade mark assignments and/or other documents in such form as the Assignee shall reasonably require for the purposes of effecting the assignment of any of the Trade Marks agreed to be assigned pursuant to clause 1.1.1 and/or the recordal at any national registry of the Assignee as the registered proprietor of any or all of the Trade Marks.

2. GOVERNING LAW AND JURISDICTION

The construction validity and performance of this assignment shall be governed in all respects by the laws of England and the parties hereto irrevocably submit to the exclusive jurisdiction of the English courts over any claim or matter arising from or in connection with this assignment or the legal relationships established by or in connection with this assignment.

IN WITNESS whereof the parties have executed this assignment as a deed on the date first above written.

SIGNED as a deed by LRC Products Limited)
acting by its lawful attorney)
)

EXECUTED as a deed by Regent Medical)
Limited acting by two directors or one director and)
the secretary:)

Director

Director/Secretary

X 

1.2 The Assignor shall at the request of the Assignee execute or procure the execution of formal trade mark assignments and/or other documents in such form as the Assignee shall reasonably require for the purposes of effecting the assignment of any of the Trade Marks agreed to be assigned pursuant to clause 1.1.1 and/or the recordal at any national registry of the Assignee as the registered proprietor of any or all of the Trade Marks.

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X *A. Heap*

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SIGNED as a deed by LRC Products Limited)
acting by its lawful attorney)
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A handwritten signature in black ink, consisting of a large, stylized initial 'S' followed by a horizontal line and a wavy flourish.

EXECUTED as a deed by Regent Medical)
Limited acting by two directors or one director and)
the secretary:)

Director

Director/Secretary

SCHEDULE B

Territory	Application No. Application Date	Registration No. Registration Date	Trademark Class	Status
United States	74183573 09/07/1991	1832067 19/04/1994	BIOGEL 10	Registered
United States	73433560 07/07/1983	1368800 05/11/1985	BIOGEL 10	Registered
United States	75133602 12/07/1996	2128295 13/01/1998	BIOGEL 5	Registered
United States	74127787 03/01/1991	1724528 13/10/1992	BIOGEL 9, 10	Registered
United States	78135510 13/06/2002		BIOGEL HAND DEVICE 10	Pending
United States	75597910 02/12/1998		BIOGEL INDICATOR 5	Pending
United States	74408371 02/07/1993	1922868 26/09/1995	BIOGEL SENSOR 10	Registered
United States	75015515 06/11/1995	2111191 04/11/1997	NEOTECH 10	Registered
United States	75075094 19/03/1996	2048967 01/04/1997	NEUTRATEx 9, 10	Registered

Territory	Application No. Application Date	Registration No. Registration Date	Trademark Class	Status
United States	78166378 20/09/2002	2849433 01/06/2004	OPTI FIT DEVICE 10	Registered
United States	78257560 03/06/2003		OPTIFIT 10	Pending
United States	74183574 09/07/1991	1826870 15/03/1994	REGENT 10	Registered
United States	73689847 14/07/1988	1554546 05/09/1989	REGENT 10	Registered
United States	74186644 19/07/1991	1749338 26/01/1993	REGENT DEV 5 10	Registered
United States	74246312 14/02/1992	1837255 17/05/1994	REGENT DEV 9 10	Registered
United States	74459004 17/11/1993	1993788 13/08/1996	REVEAL 10	Registered
United States	75580096 30/10/1998	2785201 25/11/2003	SKINSENSE 10	Registered
United States	73276141 02/09/1980	1321810 26/02/1985	TWO HANDS DEVICE 9	Registered