

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harvest Technologies Corporation		08/19/2004	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Haemonetics Corporation		
Street Address:	400 Wood Road		
City:	Braintree		
State/Country:	MASSACHUSETTS		
Postal Code:	02184-9144		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2145404	SMARTSUCTION	
Registration Number:	2065387	BLOOD STREAM	
CORRESPONDENCE DATA			
Fax Number:	(781)356-3558		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	781.356.9377		
Email:	jperullo@haemonetics.com		
Correspondent Name:	Haemonetics Corporation		
Address Line 1:	400 Wood Road		
Address Line 4:	Braintree, MASSACHUSETTS 02184-9144		
NAME OF SUBMITTER:	John Perullo		
Signature:	/john perullo/		
Date:	03/11/2005		

CH \$65.00 2145404

Total Attachments: 5

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ASSET PURCHASE AGREEMENT

AGREEMENT entered into as of August 19, 2004 by and among Haemonetics Corporation, a Massachusetts corporation, on its own behalf and on behalf of its wholly-owned subsidiaries ("Haemonetics" or "Buyer"), and Harvest Technologies Corporation, a Massachusetts corporation ("Harvest" or "Seller") and Gary D. Tureski and Wesley H. Verkaart, shareholders of Harvest ("Shareholders") but as to Shareholders, only with respect to the following provisions of this Agreement: Sections 2.17, 3.5, 8.7 and 8.8.

W I T N E S S E T H

WHEREAS, Seller is in the business, among other things, of manufacturing, assembling and selling, directly and through third-party distributors, blood salvage equipment consisting of that certain equipment and associated disposable supplies known as the Bloodless Surgery Station™ which includes SmartCell™, BloodStream®, SmartSuction® and QuickDraw™ components ("the Business") and is the owner of certain tangible and intangible assets related to and used in the management and operation of the Business;

WHEREAS, on the terms and subject to the conditions contained in this Agreement, Seller desires to sell, transfer, and assign to Buyer, and Buyer desires to purchase and acquire from Seller, all of the Purchased Assets, and Seller desires to transfer to Buyer, and Buyer is willing to accept from Seller, the Assumed Liabilities (as such capitalized terms are defined herein), all as more fully set forth herein; and

WHEREAS, it is the intent of the Parties that the Business shall, effective as of the Effective Time (as defined in Section 1.7 hereof), be conducted by Buyer.

NOW, THEREFORE, in order to consummate said purchase and sale and in consideration of the mutual agreements set forth herein, the parties hereto agree as follows:

SECTION 1. PURCHASE AND SALE OF ASSETS.

1.1. Sale of Assets by Seller. Upon the terms and subject to the conditions of this Agreement, effective as of the Closing Date, Buyer shall purchase and acquire from Seller, and Seller shall sell, assign, transfer and deliver to Buyer, free and clear of all Liens (other than Permitted Liens), all of the Purchased Assets. The term "Permitted Liens" refers only to the rights of third parties under the Assumed Contracts defined in Section 1.1(b) and listed in Schedule 1.1(b). The term "Purchased Assets" shall mean Seller's right, title and interest in and to the assets that are used or held for use by Seller in connection with or related to the Business, as more specifically defined herein, as of the Closing Date, or that were developed or are in development by Seller or anyone on its behalf in connection with the Business, whether or not any of the foregoing are specifically referred to herein, including the following:

(a) All machinery, equipment, including test equipment), and other tangible assets, wherever located (including tooling located at any vendor or other third party location) used by Seller exclusively in connection with the Business, including without limitation those

tangible assets set forth in Schedule 1.1(a), but not tangible assets, including office equipment, tools or similar items, that are used by Harvest generally in its manufacturing or other business operations;

(b) All of the rights of Seller under and interest of Seller in and to all contracts, agreements, arrangements, understandings and leases listed in Schedule 1.1(b) (collectively, the "Assumed Contracts");

(c) The unfilled or open purchase orders outstanding as of the Closing Date (as defined in Section 1.7 hereof) as listed on Schedule 1.1(c) ("Purchase Orders") and other open contracts for the purchase of goods, materials or services from third parties, relating to Equipment only, as listed in Schedule 1.1(c) (collectively, the "Supply Orders");

(d) All engineering or other specifications, flow charts, system documentation or procedures, statements of principles of operation, schematics and other technical documentation used by Seller exclusively in the Business or otherwise necessary and owned by Seller for the design, manufacture, marketing, sale or distribution of the Products (collectively, "Technical Documentation"), as listed on Schedule 1.1(d);

(e) All prepaid expenses and deposits related to the Assumed Contracts, a true, complete and correct list of which is attached hereto as Schedule 1.1(e);

(f) All guaranties, warranties, indemnities and similar rights in favor of Seller with respect to the Purchased Assets, as listed on Schedule 1.1(f);

(g) All inventories of Disposables finished goods, Equipment finished goods, and, with respect to Equipment only, spare parts, replacement, component parts, raw materials and work in process, wherever located, as of the Closing Date and used or to be used by the Seller related to the Business including the inventory and supplies that are listed on Schedule 1.1(g) (collectively, the "Inventory"). Inventory levels shall be consistent with the normal operation of the Business by Seller in the Ordinary Course of Business. All Inventory except finished goods inventory shall be physically located either at Seller's facility or at Seller's sterilizer as of the Closing Date. Finished goods Inventory shall be located at Seller's warehouse and Seller shall allow Buyer reasonable access to the warehouse and shall provide reasonable assistance to allow Buyer to retrieve finished goods Inventory sold as part of this Transaction as of the Closing Date.

(h) The following intangible assets worldwide that, as of the Closing Date, are owned or used by Seller relating to the Business (collectively, the "Intangible Property") free and clear of any third party rights, licenses, liens or other interests other than Permitted Liens: (i) the Intellectual Property as defined in Section 2.7; (ii) rights or options to obtain any of the foregoing; (iii) the right to sue for and recover such damages and such other relief as might be granted by a court of competent jurisdiction for past infringement thereof; and (iv) Seller's goodwill related to the operation of the Business, which shall be protected by Seller's covenant not to compete.

(i) All governmental and third-party permits, certificates, licenses, consents and authorizations (including, without limitation, all 510k applications and approvals from the

(d) Trademarks. Schedule 2.7(d) sets forth a complete and accurate list and summary description of all Marks. All Marks that have been registered with the U.S. Patent and Trademark Office and/or any other jurisdiction are currently in compliance with formal legal requirements (including, without limitation, the timely post-registration filing of affidavits of use and incontestability and renewal applications), to the best of Seller's knowledge, are valid and enforceable, and are not subject to any maintenance fees or taxes or actions falling due within 45 days after the Closing Date, except as set forth in Schedule 2.7 (d), and, to the extent any such actions, fees or taxes fall due within such 45 day period, Seller shall remain responsible and shall take all steps reasonably necessary to preserve such registered Marks. In each case where a registered Mark is held by Seller by assignment, the assignment has been duly recorded with the U.S. Patent and Trademark Office and all other jurisdictions of registration. To the best of Seller's knowledge, no registered Mark has been or is now involved in any opposition, invalidation or cancellation proceeding and, to the knowledge of Seller, no such action is threatened with respect to any registered Marks. To the knowledge of Seller, there is no trademark, trade name, service mark, trade dress, logo, packaging design, slogan or Internet domain name, of any third party which infringes any registered Mark. All products and materials containing a registered Mark bear the proper notice where permitted by law. All Internet domain names of Seller used exclusively in the Business or for sale of the Products (and not generally by Seller in connection with its business operations) are listed in Schedule 2.7(d). Such domain names have been duly registered through ICANN accredited registrar through its registration procedures, and are operating, active domain names, except as set forth in Schedule 2.7(d). Seller has taken all reasonable steps to maintain in force such domain name registrations.


(e) Copyrights. Schedule 2.7(e) sets forth a complete and accurate list and summary description of all Copyrights. All Copyrights that have been registered with the United States Copyright Office are identified on such Schedule and, to the best of Seller's knowledge, are currently in compliance with formal legal requirements, are valid and enforceable, and are not subject to any fees or taxes or actions falling due within 45 days after the Closing Date, except as set forth in Schedule 2.7 (e), and, to the extent any such actions, fees or taxes fall due within such 45 day period, Seller shall remain responsible and shall take all steps reasonably necessary to preserve such Copyrights. In each case where such a Copyright is held by Seller by assignment, the assignment has been duly recorded with the U.S. Copyright Office and all other jurisdictions of registration.

(f) Trade Secrets. Seller has taken all reasonable security measures (including, without limitation, entering into confidentiality and nondisclosure agreements with any officers, directors, employees, Shareholders and consultants of Seller and any other persons with access to Trade Secrets as required to protect such Trade Secrets and any such individuals and entities are set forth on Schedule 2.7(f)) to protect the secrecy, confidentiality and value of all Trade Secrets. To the knowledge of Seller, there has not been any breach by any party to any such confidentiality or non-disclosure agreement. None of the Trade Secrets have been disclosed by Seller to any person or entity other than employees or contractors of Seller who had a need to know and use the Trade Secrets in the course of their employment or contract performance, and, to the best of Seller's knowledge, none of the Trade Secrets have been copied, released or distributed, removed from the premises of Seller or in any way disclosed or deposited with any person, except for standard back-up and working copies other than pursuant to confidentiality agreements. To the best of Seller's knowledge, Seller has the right to use, free and clear of


IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed under seal as of the date first set forth above.

HAEMONETICS CORPORATION
400 WOOD ROAD
BRAintree, MASSACHUSETTS 02184
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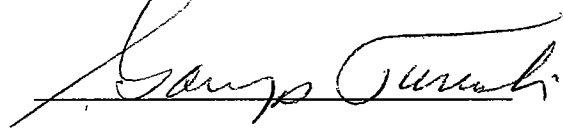
HAEMONETICS CORPORATION,

By: 
Name: Brian P. Connerman 6/19/04
Title: President, Patent Division

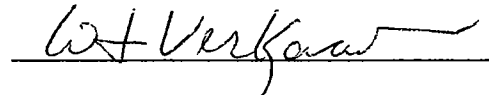
HARVEST TECHNOLOGIES CORPORATION,

By: 
Name: Gary D. Tureski
Title: President

GARY D. TURESKI, Shareholder, as to Sections 2.17, 3.5, 8.7 and 8.8



WESLEY H. VERKAART, Shareholder, as to Sections 2.17, 3.5, 8.7 and 8.8



Schedule 2.7(d): HARVEST - TRADEMARKS

DOCKET NO.	COUNTRY	MARKNAME	SERIAL/REG. NO.	FILING DATE	CASE STATUS	NEXT ACTION DUE	DUE DATE
70869-0004	US	BLOODSTREAM	74/526,575	5/20/1994	Registered	Renewal Due	5/27/2007
70869-0023	US	SMARTSUCTION	75/144,995	8/2/1996	Registered	Renewal Due	3/17/2008
70869-0029	EM	BLOODSTREAM	342667	9/3/1996	Registered	Renewal Due	9/3/2006
		SMARTCELL			Not Registered		
		QUICK DRAW			Not Registered		
		BLOODLESS SURGERY STATION			Not Registered		

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 BRAintree, MASSACHUSETTS 02184
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TRADEMARK

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RECORDED: 03/11/2005