

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
SurroMed, Inc.		01/31/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SM Purchase Company, LLC		
Street Address:	1505 O'Brien Drive, Suite A		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78114369	DEELOOK	
Serial Number:	76515237	THE BIOMARKER COMPANY	
Registration Number:	2778184	SURROMED	
Registration Number:	2756941	S	
CORRESPONDENCE DATA			
Fax Number:	(303)863-0223		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303-863-9700		
Email:	lhansen@sheridanross.com		
Correspondent Name:	Lew Hansen, Sheridan Ross P.C.		
Address Line 1:	1560 Broadway, Suite 1200		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	Lew Hansen		
Signature:	/Lew Hansen/		

CH \$115.00 78114369

Date:

04/29/2005

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "*Assignment*") is made and entered into as of January 31, 2005 by and between SurroMed, Inc., a Delaware Corporation, having a place of business at 1430 O'Brien Drive, Suite A, Menlo Park, California 94025 ("*Assignor*"), and SM Purchase Company, LLC, a North Carolina limited liability company, having a place of business at 1505 O'Brien Drive, Suite A, Menlo Park, California 94025 ("*Assignee*") (each a "*Party*," and collectively, the "*Parties*").

RECITALS

A. Assignor is the owner of the registered trademarks and trademark applications set forth on Schedule A hereto (the "*Trademarks*");

B. Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of January 14, 2005 (the "*Purchase Agreement*") (capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement);

C. Pursuant to the Purchase Agreement, Assignee agreed to purchase all of Assignor's right, title and interest in and to the Trademarks; and

D. The execution and delivery of this Assignment is a condition to the Closing of the Purchase Agreement.

NOW THEREFORE, for the consideration set forth 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:

1. Assignment. Assignor does hereby sell, assign and transfer to Assignee the entire right, title and interest of Assignor in and to (a) the Trademarks, (b) the good will attaching thereto; and (c) any right, title or interest in and to the Trademarks which has not already been assigned and transferred above to the Assignee, including the right to sue for past, present and future infringement, free and clear of any claims, liabilities, liens, security interests, mortgages, pledges, encumbrances or restrictions, except only the Permitted Liens (as defined in the Purchase Agreement).

2. No Warranties. Except as expressly provided in the Purchase Agreement, Assignor makes no warranties, express or implied, with respect to the Trademarks.

3. Further Assurances. Assignor shall, at the cost and expense of Assignee, take all actions and execute all documents necessary or desirable to record and perfect the interest of Assignee in and to the Trademarks, and shall not enter into any agreement in conflict with this Assignment.

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed as of the date first written above by its duly authorized officer.

SURROMED, INC.

By: Gordon Ringold

Name: Gordon Ringold, Ph.D.

Title: Chairman and Chief Executive Officer

SM PURCHASE COMPANY, LLC

By: _____

Name: _____

Title: _____

2. No Warranties. Except as expressly provided in the Purchase Agreement, Assignor makes no warranties, express or implied, with respect to the Trademarks.


3. Further Assurances. Assignor shall, at the cost and expense of Assignee, take all actions and execute all documents necessary or desirable to record and perfect the interest of Assignee in and to the Trademarks, and shall not enter into any agreement in conflict with this Assignment.

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed as of the date first written above by its duly authorized officer.

SURROMED, INC.

By: _____
Name: Gordon Ringold, Ph.D.
Title: Chairman and Chief Executive Officer

SM PURCHASE COMPANY, LLC

By: 
Name: Fred B. Davenport, JR.
Title: Vice President

SCHEDULE A

SURROMED TRADEMARKS

DOCKET	COUNTRY	REGISTRATION NUMBER	MARK	CLASS	ISSUE DATE
SURR.03-TM-AU	AU	860376	SURROMED	5, 9, 42	02/25/02
SURR.03-TM-CTM	CTM	1998163	SURROMED	5, 9, 42	01/17/02
SURR.03-TM-JP	JP	4654886	SURROMED	5, 9, 42	03/20/03
SURR.05-TM	US	2,778,164	SURROMED	42	10/28/03
SURR.15-TM-AU	AU	895872	S (stylized)	5, 9, 42	11/17/03
SURR.15-TM-CN.9	CN	3023188	S (stylized)	9	02/21/03
SURR.15-TM-CN.42	CN	3023187	S (stylized)	42	02/21/03
SURR.15-TM-CTM	CTM	2479200	S (stylized)	5, 9, 42	11/12/03
SURR.15-TM-JP	JP	4649670	S (stylized)	5, 9, 42	02/28/03
SURR.17-TM	US	2,756,941	S(stylized)	42	08/26/03

SURROMED TRADEMARKS PENDING

DOCKET	COUNTRY	APPLICATION NUMBER	MARK	CLASS	FILING DATE
SURR.03-TM-CA	CA	1085949	SURROMED	9	12/11/00
SURR.15-TM-CA	CA	1123032	S (stylized)	9	11/22/01
SURR.20-TM	US	78/114,369	DEEFLOOK	42	03/12/02
SURR.25-TM	US	76/515,237	THE BIOMARKER COMPANY	42	05/19/03

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