

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bioglan Pharma Plc		03/14/2005	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Cambridge Healthcare Supplies Limited		
Street Address:	Unit 14D, Wendover Road		
Internal Address:	Rackheath Industrial Estate		
City:	Rackheath, Norwich, Norfolk NR13 6LH		
State/Country:	UNITED KINGDOM		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2676065	RAPPORE	
CORRESPONDENCE DATA			
Fax Number:	(617)507-2449		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-426-5553		
Email:	hiebert@samuelsTM.com		
Correspondent Name:	Timothy H. Hiebert		
Address Line 1:	Two International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110-4104		
DOMESTIC REPRESENTATIVE			
Name:	Timothy H. Hiebert		
Address Line 1:	Two International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110-4104		
NAME OF SUBMITTER:	Timothy H. Hiebert		

CH \$40.00 2676065

Signature:

/Timothy H. Hiebert/

Date:

07/12/2005

Total Attachments: 4

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THIS ASSIGNMENT is made on the 14th day of March 2005

Between

- (1) **Bioglan Pharma Plc** (in Liquidation) ("**Bioglan**") registered in England with number 01779870 acting by its liquidators David Kenneth Duggins and Ian Best (the "**Liquidators**") of Ernst & Young LLP, 1 More London Place, London SE1 2AF;
- (2) **David Kenneth Duggins** and **Ian Best** (the "**Office-Holders**") in their capacity as the Liquidators of the address set out above; and
- (3) **Cambridge Healthcare Supplies Limited** (the "**Assignee**") registered in England with number 346309 whose registered office is at Unit 14D, Wendover Road, Rackheath Industrial Estate, Rackheath, Norwich, Norfolk NR13 6LH

RECITALS

Bioglan has agreed to assign and/or procure the assignment of the Trade Marks (as defined below) to the Assignee on the terms set out below.

THE PARTIES AGREE AS FOLLOWS:

1 Assignment of the Trade Marks

- 1.1 In consideration of the sum of one thousand pounds Sterling £1,000.00 plus VAT thereon (the "**Payment**") to be paid by the Assignee to Bioglan in accordance with Clause 2, Bioglan hereby assigns to the Assignee the Trade Marks including all statutory and common law rights attaching to them.

2 Payment

- 2.1 On the date of this agreement, the Assignee shall make the Payment by way of transfer of cleared funds to the account of Bioglan Pharma plc (in Liquidation), Royal Bank of Scotland plc, sort code 15-10-00, account number 23672021 by way of consideration for the assignment and transfer of the Trade Marks (as defined below) under this agreement. The Payment shall be made without set-off, deduction, withholding or counterclaim.

3 Taxes

The Payment is exclusive of any tax (other than UK value added tax) which may be payable in respect of or resulting from the transactions contemplated by this agreement under the laws of any relevant jurisdiction and which the Assignee shall pay to Bioglan on demand in addition to the Payment.

4 Exclusions

- 4.1 The interest in the Trade Marks (as defined below) which Bioglan transfers and assigns and which the Assignee acquires is such right, title and interest as Bioglan may have in and to the Trade Marks.
- 4.2 The Assignee acknowledges that Bioglan and the Office-Holders have not made any representation or given any warranty, express or implied, statutory or otherwise, in relation to the Trade Marks. All liability for representations (whether made innocently or negligently), warranties and conditions, express or implied and whether statutory or otherwise, are expressly excluded upon, and in relation to, the assignment and transfer of the Trade Marks under this agreement. Without limiting those general words of exclusion, there are excluded, in particular, warranties, representations and conditions as to title and quiet possession and the Assignee acknowledges that the Trade Marks are assigned and transferred subject to any claims or rights of third parties. The cost of discharging or compromising any such claims or rights shall be for the sole account of the Assignee.
- 4.3 The Office-Holders shall incur no personal liability under, or by virtue of, this agreement nor in relation to any related matter or claim howsoever, whenever and wherever arising and whether such claims are formulated in contract and/or tort or by reference to any other right remedy and in whatever jurisdiction or forum. Furthermore, the Office-Holders act as agents of Bioglan and they shall have no personal liability by reason of acting in that capacity.
- 4.4 It is agreed by the Assignee that the provisions of this agreement and in particular the provisions of this Clause 4 are fair and reasonable in the circumstances and accord with normal practice on sales by liquidators. This is the case in particular in light of the fact that the Assignee has had the opportunity to investigate all matters concerning the Trade Marks and their assignability and the Assignee is aware of the need to rely on that opportunity by reason of the absence of any warranties on the part of Bioglan and the Office-Holders.
- 4.5 If any provision of this Clause 4 is held not to be valid but would be valid if part of the wording were deleted or modified, then that provision shall apply with such modification as may be necessary to make it enforceable.

5 Interpretation

In this agreement:

"Trade Marks" shall mean the registrations or applications to register the trade marks, ACLINOX and RAPPORE as set out in Schedule 1 to this Agreement.

6 Counterparts

This agreement may be executed and any number of counterparts, each of which when executed shall constitute an original but all of which when taken together shall constitute one in the same instrument.

7 Law


This agreement shall be governed by and construed in accordance with English law and the parties submit to the jurisdiction of the English courts.

AS WITNESS the hands of the parties to this agreement or their duly authorised representatives the date first above written.

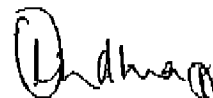
SCHEDULE 1
The Trade Marks

Mark	No.	Register	Current Owner	Class
ACLINOX	2229970	United Kingdom	Bioglan Pharma Plc	5
ACLINOX	1618842	European Community	Bioglan Pharma Plc	5
RAPPORE	1624683	European Community	Bioglan Pharma Plc	5
RAPPORE	24637	France	Bioglan Pharma Plc	5
RAPPORE	30055665.9	Germany	Bioglan Pharma Plc	5
RAPPORE	347399	Sweden	Bioglan Pharma Plc	5
RAPPORE	2229971	United Kingdom	Bioglan Pharma Plc	5
RAPPORE	76/031696	United States	Bioglan Pharma Plc	5

Signed for and
on behalf of
Bioglan Pharma PLC
acting by the liquidators

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Signed for and
on behalf of
Cambridge Healthcare Supplies
Limited

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) **MR. C.V. ONDHIA**
) **MANAGING DIRECTOR**