# 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
Gyrx LLC		05/22/2006	LIMITED LIABILITY
Gylx LLC		03/22/2000	COMPANY: FLORIDA

### **RECEIVING PARTY DATA**

Name:	Microline PENTAX, Inc.		
Street Address:	800 Cummings Center		
Internal Address:	Suite 157-X		
City:	Beverly		
State/Country:	MASSACHUSETTS		
Postal Code:	01915		
Entity Type:	CORPORATION: DELAWARE		

#### PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2981501	ENDOX
Registration Number:	2981502	ENDOX
Registration Number:	3058177	VISU-LOC

#### **CORRESPONDENCE DATA**

Fax Number: (617)832-7000

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 617-832-1000

Email: akwan@foleyhoag.com

Correspondent Name: Amy M. Kwan

Address Line 1: 155 Seaport Boulevard

Address Line 2: Seaport World Trade Center West

Address Line 4: Boston, MASSACHUSETTS 02210-2600

ATTORNEY DOCKET NUMBER: 25807-11

TRADEMARK REEL: 003324 FRAME: 0902

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NAME OF SUBMITTER:	Amy M. Kwan
Signature:	/Amy M. Kwan/
Date:	06/06/2006
Total Attachments: 2 source=assignment060606#page1.tif source=assignment060606#page2.tif	

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## **Trademark Assignment**

This Assignment is made by Gyrx LLC, a Florida limited liability company, having its principal place of business at 11222 St. Johns Industrial Parkway N., Jacksonville, Florida 32246 ("Assignor"), and to Microline PENTAX, Inc., a Delaware corporation, having its principal place of business at 800 Cummings Center, Suite 157-X, Beverly, Massachusetts 01915 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of May 22, 2006 (the "Agreement"). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Agreement;

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee and Assignee wishes to acquire from Assignor, all right, title and interest in and to the United States Trademark registrations listed on <u>Schedule A</u> attached hereto, together with the goodwill of the business associated therewith and all common law rights therein (collectively, the "Marks"); and

WHEREAS, the business of Assignor to which the Marks pertain was ongoing and existing prior to and on the date of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto said Assignee, its successors and assigns, its entire right, title and interest throughout the world in and to said Marks including renewals and extensions thereof, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all claims for damages by reason of past, present or future infringement, passing off or other unauthorized use of the Marks, with the right to sue for, and collect the same.

Date: May 22, 2006

By: William G. Dennis Its: President and CEO

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# Schedule A

Mark	Serial Number	Registration Number	
ENDOX (Class 10)	76526061	2981501	
ENDOX (Class 35)	76526062	2981502	
VISU-LOC (Class 10)	78324631	3058177	

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**RECORDED: 06/06/2006** 

TRADEMARK REEL: 003324 FRAME: 0905