

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Genetronics, Inc.		01/31/2003	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Harvard Bioscience, Inc.		
<b>Street Address:</b>	84 October Hill Road		
<b>City:</b>	Holliston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01748		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	75578621	GENETRODES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)523-1231		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617.570.1292		
<b>Email:</b>	mrovner@goodwinprocter.com		
<b>Correspondent Name:</b>	Miriam J. Rovner, Senior Paralegal		
<b>Address Line 1:</b>	Goodwin Procter LLP		
<b>Address Line 2:</b>	Exchange Place, 53 State Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>ATTORNEY DOCKET NUMBER:</b>	040645-154968		
<b>NAME OF SUBMITTER:</b>	Miriam J. Rovner		
<b>Signature:</b>	/mjr/		
<b>Date:</b>	06/15/2007		

**CH \$40.00 75578621**

**Total Attachments: 4**

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**NOTICE OF  
TRADEMARK ASSIGNMENT**

Effective Date: January 31, 2003

**WHEREAS**, Genetronics, Inc., a California corporation having offices at 11199 Sorrento Valley Road, San Diego, CA 92121 ("Assignor") has adopted and used the trademarks, service marks and trade names set forth in Exhibit A annexed hereto and made a part hereof, including all applications or registrations therefor (the "Marks") and as of the Effective Date of this Notice of Trademark Assignment ("Assignment") was using and was the owner of the registrations of such Marks in the United States Patent and Trademark Office; and

**WHEREAS**, Harvard Bioscience, Inc., a Delaware corporation with its principal place of business located at 84 October Hill Road, Holliston, MA ("Assignee"), is desirous of acquiring said Marks and the registrations thereof and all goodwill pertaining thereto, effective as of the Effective Date hereof; and

**WHEREAS**, the Assignor, Assignee and Genetronics Biomedical Corporation, a Delaware corporation ("Genetronics"), have entered into an Asset Purchase Agreement dated as of December 24, 2002 (the "Purchase Agreement") pursuant to which, among other things, Assignee has agreed to purchase from Assignor, and Assignor has agreed to sell to Assignee, among other things, the Marks;

**WHEREAS**, pursuant to the Purchase Agreement, Assignor and Genetronics conveyed to Assignee substantially all of the assets of a going business.

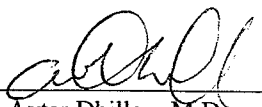
**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, effective as of the Effective Date hereof and subject to the terms and conditions of the Purchase Agreement, the parties agree as follows:

1. Assignor hereby transfers, conveys, and assigns to Assignee, and Assignee hereby accepts from Assignor, all right, title, and interest in and to the Marks together with the goodwill associated with the Marks, including all federal and state trademark registrations thereof and applications therefor, as well as all common law rights thereto. Assignee shall have the sole the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to said Marks or the registrations thereof or such associated goodwill.
2. Assignee, at its own cost and expense, shall record a fully executed copy of this Assignment with the United States Patent and Trademark Office or any other agency having jurisdiction over the ownership of the Marks.
3. Assignor shall make no further use of the Marks on or in connection with any goods or services, nor shall Assignor challenge Assignee's use of the Marks after the date of this Agreement.
4. No modifications of or additions to this Assignment shall have effect unless in writing and properly executed by both parties, making specific reference to this Assignment by date, parties, and subject matter. This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. This Assignment may be executed in counterparts.

**IN WITNESS WHEREOF**, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives as of the Effective Date.

**ASSIGNOR:**

Genetronics, Inc.

By:   
Name: Avtar Dhillon, M.D.  
Title: President and CEO

**ASSIGNEE:**

Harvard Bioscience, Inc.

By: \_\_\_\_\_  
Name:  
Title:

**NOTICE OF  
TRADEMARK ASSIGNMENT**

Effective Date: Jan 31, 2003

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**WHEREAS**, Harvard Bioscience, Inc., a Delaware corporation with its principal place of business located at 84 October Hill Road, Holliston, MA ("Assignee"), is desirous of acquiring said Marks and the registrations thereof and all goodwill pertaining thereto, effective as of the Effective Date hereof; and

**WHEREAS**, the Assignor, Assignee and Genetronics Biomedical Corporation, a Delaware corporation ("Genetronics"), have entered into an Asset Purchase Agreement dated as of December 24, 2002 (the "Purchase Agreement") pursuant to which, among other things, Assignee has agreed to purchase from Assignor, and Assignor has agreed to sell to Assignee, among other things, the Marks;

**WHEREAS**, pursuant to the Purchase Agreement, Assignor and Genetronics conveyed to Assignee substantially all of the assets of a going business.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, effective as of the Effective Date hereof and subject to the terms and conditions of the Purchase Agreement, the parties agree as follows:

1. Assignor hereby transfers, conveys, and assigns to Assignee, and Assignee hereby accepts from Assignor, all right, title, and interest in and to the Marks together with the goodwill associated with the Marks, including all federal and state trademark registrations thereof and applications therefor, as well as all common law rights thereto. Assignee shall have the sole the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to said Marks or the registrations thereof or such associated goodwill.
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**IN WITNESS WHEREOF**, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives as of the Effective Date.

**ASSIGNOR:**

Genetronics, Inc.

By: \_\_\_\_\_

Name:

Title:

**ASSIGNEE:**

Harvard Bioscience, Inc.

By: 

Name: Mark A. Noridge

Title: C.O.O.

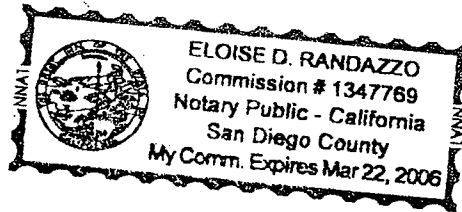
STATE OF CALIFORNIA

COUNTY OF SAN Diego ) SS.  
 )

On this 30 day of JANUARY, 2003, before me personally appeared Autar S. Dhillon, to me personally known, who, being by me duly sworn, did say that (s)he is the President of Genetronics, Inc. a California corporation, and that said instrument was signed and sealed on behalf of said corporation, by all necessary authority; and said President acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.

Eloise D. Randazzo  
Notary Public  
My Commission Expires: 3/22/06



**Trademark Schedule**

**Exhibit A**

<b><u>Mark</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
GENETRODES	2493062	Sept. 25, 2001

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