

**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
NWS LIQUIDATION CORP.	FORMERLY NEW WAVE SURGICAL CORP.	10/23/2007	CORPORATION: MASSACHUSETTS

**RECEIVING PARTY DATA**

Name:	NEW WAVE SURGICAL CORP. f/k/a New Wave Acquisition Corp.
Street Address:	97-45 Queens Boulevard, Suite 616
City:	rego park
State/Country:	NEW YORK
Postal Code:	11374
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Serial Number:	78436604	D.H.E.L.P.
Serial Number:	78955252	DELP
Serial Number:	78955238	WET & DRY
Serial Number:	78955221	MICROPAD
Serial Number:	78607575	NEW WAVE SURGICAL

**CORRESPONDENCE DATA**

Fax Number: (973)744-5757  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 973-783-3000  
 Email: imeislik@meislik.com  
 Correspondent Name: Ira Meislik  
 Address Line 1: 66 Park Street  
 Address Line 4: Montclair, NEW JERSEY 07042

OP \$140.00 78436604

ATTORNEY DOCKET NUMBER:	FILE NO. 8620.101
NAME OF SUBMITTER:	Ira Meislik
Signature:	/s/ Ira Meislik
Date:	10/25/2007
Total Attachments: 5 source=01634635#page1.tif source=01634635#page2.tif source=01634635#page3.tif source=01634635#page4.tif source=01634635#page5.tif	

## **ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS**

THIS ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS ("Assignment") is made as of the 23rd day of October, 2007 by NEW WAVE SURGICAL CORP., a Delaware corporation with offices at 97-45 Queens Blvd., Suite 616, Rego Park, New York 11374 ("OLDCO") to NEW WAVE ACQUISITION CORP., a Delaware corporation with offices at 97-45 Queens Blvd., Suite 616, Rego Park, New York 11374 ("NEWCO").

### **RECITALS**

A. NEWCO and OLDSCO are parties to an Asset Purchase Agreement dated as of October 23, 2007 ("Agreement"), pursuant to which OLDSCO has agreed to sell to NEWCO and NEWCO has agreed to buy from OLDSCO the Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks and trade names of OLDSCO. Pursuant to the Agreement, OLDSCO has agreed to execute such instruments as the NEWCO may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to NEWCO and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the NEWCO of, all of such assets.

B. In accordance therewith, OLDSCO desires to transfer and assign to NEWCO, and NEWCO desires to accept the transfer and assignment of, all of OLDSCO's worldwide right, title and interest in, to and under OLDSCO's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, OLDSCO, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, the parties agree as follows:

### **TERMS**

1. OLDSCO does hereby transfer and assign to NEWCO, and NEWCO hereby accepts the transfer and assignment of, all of OLDSCO's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by NEWCO, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by OLDSCO had this Assignment not been made.

2. OLDCO represents and warrants that, with respect to the Marks:

(a) All Marks have been registered with the United States Patent and Trademark Office, are currently in compliance with all formal Legal Requirements (including the timely post-registration filing of affidavits of use and incontestability and renewal applications), are valid and enforceable and are not subject to any maintenance fees or taxes or actions falling due within ninety (90) days after the Closing Date.

(b) No Mark has been or is now involved in any opposition, invalidation or cancellation Proceeding and, to OLDCO's knowledge, no such action is threatened with respect to any of the Marks.

(c) There is no potentially interfering trademark or trademark application of any other Person.

(d) No Mark is infringed or, to OLDCO's knowledge, has been challenged or threatened in any way. None of the Marks used by OLDCO infringes or is alleged to infringe any trade name, trademark or service mark of any other Person.

(e) All products and materials containing a Mark bear the proper federal registration notice where permitted by law.

3. OLDCO agrees to execute any and all forms as may be necessary or desirable in order to effectuate the assignment of the Marks to NEWCO, including, but not limited to any instruments that may be required to be recorded with the United States Patent and Trademark Office or such other equivalent agents in any country in the world, at NEWCO's expense. OLDCO hereby irrevocably appoints Ira Meislik, or any attorney with the law firm of Meislik & Meislik, as its attorney-in-fact for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instruments which may be desirable or necessary to cause the assignments to be recorded with the United States Patent and Trade Mark Office or such other equivalent agencies in any country in the world.

4. Upon the assignment of the Marks to NEWCO, NEWCO shall have the right to sue for any past, present or future infringement of the Marks by any parties, including, but not limited to any Third Party.

5. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

6. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may also be executed and delivered by facsimile or electronic mail





**SCHEDULE A**

**SERVICEMARKS AND TRADEMARKS**

1. Name: NEW WAVE SURGICAL  
Serial No.: 78607575  
Filed: 4-13-2005  
Allowance Date: 11-14-2006  
Owner of Record: Alexander Gomez (assigned to OLDCO by assignment of Even Date”)
  
2. Name: D.H.E.L.P.  
Serial No.: 78436604  
Filed: 7-19-2005  
Allowance Date: Application Pending  
Owner of Record: New Wave Surgical Corp., a Massachusetts corporation, which corporation merged into New Wave Surgical Corp., a Delaware corporation
  
3. Name: DELP  
Serial Number: 78955252  
Allowance Date: Application Pending  
Owner of Record: New Wave Surgical Corp., a Delaware corporation
  
4. Name: WET & DRY  
Serial Number: 78955238  
Allowance Date: Application Pending  
Owner of Record: New Wave Surgical Corp., a Delaware corporation
  
5. Name: MICROPAD  
Serial Number: 78955221  
Allowance Date: Application Pending  
Owner of Record: New Wave Surgical Corp., a Delaware corporation