

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
MZT Holdings, Inc.	FORMERLY Matritech, Inc.	12/13/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Milano Acquisition Corp.		
Street Address:	51 Sawyer Road		
Internal Address:	Suite 200		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02453		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78614430	NMP66	
CORRESPONDENCE DATA			
Fax Number:	(781)647-3939		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	781-314-4062		
Email:	Jean.Maxwell@invmed.com		
Correspondent Name:	Jean M. Maxwell, TM Paralegal/Admn.		
Address Line 1:	51 Sawyer Road		
Address Line 2:	Suite 200		
Address Line 4:	Waltham, MASSACHUSETTS 02453		
ATTORNEY DOCKET NUMBER:	NMP66 TO MILANO 121307		
NAME OF SUBMITTER:	Jean M. Maxwell		
Signature:	/JeanMMaxwell/		

CH \$40.00 78614430

Date:

03/24/2008

Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks is entered into as of December 13, 2007, by and among MZT Holdings, Inc. (f/k/a Matritech, Inc.), a Delaware corporation having a principal place of business at c/o Verdolino & Lowey, P.C. 124 Washington Street, Suite 101, Foxborough, MA 02035 ("Assignor"), and Milano Acquisition Corp., a Delaware corporation having a principal place of business at 51 Sawyer Street, Suite 200, Waltham, MA 02453 (the "Assignee").

WHEREAS, The Assignor and the Assignee have entered into an Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of August 27, 2007, pursuant to which the Assignee shall acquire substantially all of the assets of the Assignor including, without limitation, the Marks (as defined below).

WHEREAS, The Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademarks, service marks, trade names, Internet domain names and trade dress, and all registrations or applications for registration thereof, listed on Schedule A attached hereto and all variations thereof (the "Marks"). Assignee wishes to acquire, and Assignor wishes to assign, Assignor's entire right, title and interest in and to the Marks.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Marks. Assignor hereby sells, transfers, assigns and sets over to Assignee the entire right, title and interest of Assignor in and to the Marks in the United States and for all foreign countries, including any divisions, reissues, renewals, substitutes, continuations, continuations-in-part, and any renewals related to the Marks, thereof that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, together with the right or priority under any international agreements to which the United States adheres and including (a) all goodwill associated with the Marks, (b) all income, royalties and rights to payment with respect to the Marks, and (c) all causes of action, rights or remedies related to the Marks, including but not limited to claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks (with the right to sue for, and collect the same for Assignee's own use and enjoyment).

Assignor requests that the Commissioner of Patents and Trademarks, any other governmental or judicial entity and any and all foreign countries record the Assignee as the assignee and owner of the Marks.

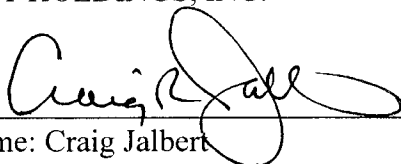
2. Miscellaneous. This agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, legal representatives, successors and assigns, and shall be construed and enforced in accordance with the laws of the State of Delaware, without

regard to its conflicts of law provisions. This agreement shall not be construed as a waiver of, or to limit, terminate, modify or derogate from the representations, warranties, covenants and agreements set forth in the Asset Purchase Agreement. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of executed signature pages hereof by facsimile transmission shall constitute effective and binding execution and delivery hereof.

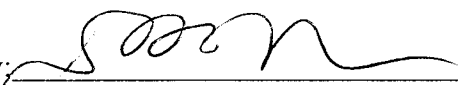
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IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed effective as of the date first above written.

ASSIGNOR:
MZT HOLDINGS, INC.

By: 
Name: Craig Jalbert
Title: President

ASSIGNEE:
MILANO ACQUISITION CORP.

By: 
Name:
Title:

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Country</u>	<u>File No.</u>	<u>File Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
NMP22 BLADDERCHEK	European Union	004240636	January 14, 2005	004240636	November 20, 2007
NMP66	United States of America	78/614,430	April 22, 2005		

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