

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Ellman International, Inc.  
3333 Royal Ave.  
Oceanside, New York 11572

- Individual(s)
- General Partnership
- Corporation- State: New York
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) 4/30/08

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Ellman Innovations, LLC

Internal

Address:

Street Address: 3333 Royal Ave.

City: Oceanside

State: New York

Country: USA Zip: 11572

- Association. Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other LLC Citizenship NY, USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No. (s)

B. Trademark Registration No. (s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
See attached Sheet

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Jack Oisher

Internal Address:

Street Address: 200 High Point Dr.-PH2

City: Hartsdale

State: NY Zip: 10530

Phone Number: 914 428 7338

Fax Number: 914 428 7338

Email Address: jack@oisher.net

**6. Total number of applications and registrations involved:**

13

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 340.**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 15-0380

Authorized User Name J. Oisher

**9. Signature:**

Signature

Jack Oisher

Name of Person Signing

5/5/08  
Date

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$340.00 150380 76676328

**Registered Trademarks**

| <b>Name</b>  | <b>Registration No.</b> | <b>Registration Date</b> |
|--------------|-------------------------|--------------------------|
| ARTHROTON    | 2598989                 | 21-July-02               |
| TRIGGER-FLEX | 2463685                 | 6-Mar-01                 |
| ARTHROSURG   | 2602281                 | 30-July-02               |
| ARTHROFINE   | 2589603                 | 02-July-02               |
| ARTHROCISE   | 2626112                 | 24-Sept-02               |
| ARTHROBLATE  | 2580043                 | 11-June-02               |
| ARTHROCUTTER | 2889786                 | 28-Sep-04                |
| SURGI-MAX    | 2909112                 | 12-Dec-04                |
| Torso Logo   | 3031280                 | 20-Dec-05                |
| CLEAR-VU     | 3033900                 | 27-Dec-05                |
| DiscFx       | 3154659                 | 10-Oct-06                |
| DISC FIX     | 3174653                 | 21-Nov-06                |

**Pending Trademark Applications:**

| <b>Name</b>  | <b>Serial No.</b> | <b>Publication Date</b> |
|--------------|-------------------|-------------------------|
| LESS IS MORE | 76676328          | 6-Nov-07                |

## Execution Copy

**TRADEMARK ASSIGNMENT And LICENSE (INTERNATIONAL To INNOVATIONS)**

This TRADEMARK ASSIGNMENT and LICENSE (the "Assignment/License") is effective as of February 1, 2008 (the "Effective Date"), by and among ELLMAN INTERNATIONAL, INC., a New York corporation having a place of business at 3333 Royal Ave., Oceanside, New York ("Assignor/Licensor") and ELLMAN INNOVATIONS, LLC., a limited liability company having a place of business at 3333 Royal Ave., Oceanside, New York ("Assignee/Licensee").

WHEREAS, Assignor/Licensor is the owner of all right, title and interest in and to the trademarks listed in Schedule A, Schedule B, and Schedule C hereto; and

Assignee/Licensee is desirous of acquiring the Schedule A trademarks together with that part of the good will of the business in which the mark is used, as well as licensing the Schedule B and Schedule C trademarks for use in its business, and

Assignor/Licensor has agreed to assign, transfer and convey to Assignee/Licensee all of their right, title and interest in and to the Schedule A trademarks together with the good will associated therewith to Assignee/Licensee, as well as to license the Schedule B and Schedule C trademarks to Assignee/Licensee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor/Licensor and Assignee/Licensee hereby agree as follows:

- a. Assignor/Licensor hereby sells, assigns, transfers, conveys and delivers to Assignee/Licensee, its successors, assigns or other legal representatives, all of their right, title and interest in and to the trademarks, including all applications and registrations therefore, listed in Schedule A, together with that part of the goodwill of the business in connection with which the Schedule A marks are used, and including the subject matter of all claims which may be obtained therefrom, together with all claims for damages by reason of past, present or future infringement or other unauthorized use of such marks, with the right to sue for, and collect the same.
- b. Assignor/Licensor hereby authorizes Assignee/Licensee to request the relevant government entity or agency to record Assignee/Licensee as the assignee and owner of the entire right, title and interest in and to each of the Schedule A marks, for the sole use and enjoyment of Assignee/Licensee, its successors, assigns and other legal representatives.
- c. Assignor/Licensor hereby grants to Assignee/Licensee a paid-up, perpetual, royalty-free, non-exclusive license to use, display and make reference to the Schedule B and Schedule C marks only for use in connection with the Assignee/Licensee's business.
- d. Recognizing the great value of the goodwill associated with the Schedule B and Schedule C marks and the identification of Assignor/Licensor with those marks, Assignee/Licensee and Assignor/Licensor agree that (i) Assignor/Licensor reserves the right to control the nature and quality of the

goods in connection with which the Schedule B and Schedule C marks are used by Assignee/Licensee, and to control the form and manner in which such marks are used, (ii) all goodwill arising from Assignee/Licensee's use of the Schedule B and Schedule C marks will inure solely to the benefit of Assignor/Licensor, and (iii) Assignee/Licensee will not challenge or assist others to challenge the rights of Assignor/Licensor in the Schedule B and Schedule C marks or their registration, or attempt to register any trademarks, service marks, domain names, trade dress, logos, trade names, and corporate names or other proprietary indicia confusingly similar to the Schedule B and Schedule C marks.

IN WITNESS WHEREOF, the parties hereto execute this Assignment as of the date first above written.

4-30-08  
Date

*Richard Epstein*  
ELLMAN INTERNATIONAL, INC.

By: Richard M. Epstein  
Title: President and Chief Executive Officer

STATE OF NEW YORK )  
                                          )  
COUNTY OF NASSAU )

Richard M. Epstein, being duly sworn, did depose and say this 30 day of APRIL, 2008, that he is the President and Chief Executive Officer of Elluman International, Inc.; that he is authorized to execute this Assignment on behalf of said corporation; that he has read and signed the foregoing Assignment and knows and understands the contents thereof.

7/5/10  
My Commission Expires

*Cornelia F. Conley*  
Notary Public

CORNELIA F. CONLEY  
Notary Public, State of New York  
No. 01CO5029886  
Qualified in Nassau County  
Commission Expires July 5, 2010

Date \_\_\_\_\_

ELLMAN INNOVATIONS, LLC

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

Title: President

STATE OF New York )

COUNTY OF New York )

Alan Ellman, being duly sworn, did depose and say this 8<sup>th</sup> day of February, 2008, that he/she is the President of Ellman Innovations, LLC.; that he/she is authorized to execute this Assignment on behalf of said corporation; that he/she has read and signed the foregoing Assignment and knows and understands the contents thereof.

Linda Dos Santos  
Notary Public

My Commission Expires \_\_\_\_\_

LINDA DOS SANTOS  
Notary Public, State of New York  
No. 4821390  
Qualified in Westchester County  
Term Expires June 30, 2010

**SCHEDULE A****(a) Trademark Registrations Transferred to Innovations**

| Name         | Registration No. | Registration Date |
|--------------|------------------|-------------------|
| ARTHROTON    | 2598989          | 21-July-02        |
| TRIGGER-FLEX | 2463685          | 6-Mar-01          |
| ARTHROSURG   | 2602281          | 30-July-02        |
| ARTHROFINE   | 2589603          | 02-July-02        |
| ARTHROCISE   | 2626112          | 24-Sept-02        |
| ARTHROBLATE  | 2580043          | 11-June-02        |
| ARTHROCUTTER | 2889786          | 28-Sep-04         |
| SURGI-MAX    | 2909112          | 12-Dec-04         |
| Torso Logo   | 3031280          | 20-Dec-05         |
| CLEAR-VU     | 3033900          | 27-Dec-05         |
| DiscFx       | 3154659          | 10-Oct-06         |
| DISC FIX     | 3174653          | 21-Nov-06         |

**(b) Pending Trademark Applications:**

| Name         | Serial No. | Publication Date |
|--------------|------------|------------------|
| LESS IS MORE | 76676328   | 6-Nov-07         |

**SCHEDULE B****(a) Trademark Registrations Licensed to Innovations**

| Name           | Registration No. | Registration Date |
|----------------|------------------|-------------------|
| EMPIRE         | 2672841          | 7-Jan-03          |
| MICRO FIBRE    | 2845670          | 25-May-04         |
| RF MICRO FIBRE | 2840981          | 11-May-04         |
| RF FIBRE       | 2780372          | 4-Nov-03          |
| BiTip          | 2915873          | 4-Jan-05          |
| SURGITRON      | 3037439          | 1-Jan-06          |

**(b) Pending Trademark Applications Licensed to Innovations**

| Name        | Serial No. | Publication Date |
|-------------|------------|------------------|
| ACE-TIP     | 76673609   | 4-Sep-07         |
| Surg-E-Care | 76682054   | Pending          |



**SCHEDULE C****(a) Unregistered Trademarks Licensed to Innovations**

| Name       |
|------------|
| Vari-Tip   |
| Ace        |
| Flex Trode |
| Surgi-Cart |
| Joimax     |
| Surg-e-Doc |
| Surg-e-Vac |
| Saf-T-Wand |