

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
Respiratory Diagnostic, Inc.		09/12/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Mederi Therapeutics Inc.
Street Address:	8 Sound Shore Drive - Suite 160
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2724865	CURON
Registration Number:	3199132	CURON MEDICAL
Registration Number:	2559634	SECCA
Registration Number:	2976804	SECCA
Registration Number:	2451786	STRETTA
Registration Number:	2456080	STRETTA
Registration Number:	2449886	STRETTA
Registration Number:	2466379	STRETTA

CORRESPONDENCE DATA	
Fax Number:	(262)783-1211
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	262 783-1300
Email:	rkmip@rkmiplaw.com
Correspondent Name:	Daniel D. Ryan
Address Line 1:	Ryan Kromholz & Manion, S.C.

OP \$215.00 2724865

Address Line 2: P O Box 26618
Address Line 4: Milwaukee, WISCONSIN 53226-0618

ATTORNEY DOCKET NUMBER:	9222. TM
NAME OF SUBMITTER:	Daniel D. Ryan
Signature:	/Daniel D. Ryan/
Date:	10/02/2008

Total Attachments: 4
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TRADEMARK, TRADE NAME and TRADE DRESS ASSIGNMENT

This TRADEMARK, TRADE NAME and TRADE DRESS ASSIGNMENT is effective as of the ____ day of September, 2008 ("Assignment") between Respiratory Diagnostic, Inc., a Washington corporation, and its Affiliates (collectively "Assignor") and Mederi Therapeutics Inc., a Delaware corporation ("Assignee").

WHEREAS, pursuant to the Stock Purchase Agreement dated September __, 2008 ("Stock Purchase Agreement"), Assignor has agreed to sell, transfer, convey, deliver, and assign to the Assignee all of the Assignor's rights, title and interests in and to all registered and unregistered trademarks, service marks, trade names, logos, trade dress, designs, and packaging listed on the annexed Schedule A, and all registered and unregistered domestic and foreign trademark, service mark, trade name, logo, and trade dress applications and renewal rights relating thereto (collectively "Marks");

WHEREAS, Assignor wishes to transfer all rights in the Marks to Assignee, and Assignee wishes to acquire such rights in the Marks;

WHEREAS, this Assignment is being executed and delivered in accordance with the terms of and conditions of the Stock Purchase Agreement; and

NOW, THEREFORE, pursuant to the Stock Purchase Agreement and in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee (collectively "Parties") hereby agree as follows:

1. Assignment. Assignor hereby assigns, grants, conveys, sells and delivers unto the Assignee, its successors and assigns, all right, title, and interest in and to the Marks, including all common law rights, in the United States and all foreign countries, together with the goodwill associated therewith.
2. Rights and Privileges. All rights and privileges in the Marks, including any right to sue for and receive all damages from past infringements of the Marks accruing after November 17, 2006, will be held and enjoyed by the Assignee and its successors, assigns and other legal representatives.
3. Further Assurances. Assignor agrees, at its expense: (i) to deliver and communicate to Assignee, its representatives, agents, successors and assigns, any and all facts and materials relating to the Marks, including without limitation, (a) evidence for registration or interference purposes or for other legal proceedings whenever requested, and (b) any and all files, documents and communications pertaining to the Marks, including any and all material communications, including without limitation communications to or from, the United States Patent and Trademark Office, and any and all legal counsel advising on or assisting with the Marks; (ii) to testify in any interference or other legal proceedings whenever reasonably requested; (iii) to execute and deliver all lawful papers required to make any of the foregoing provisions effective; and (iv) to take such further actions and execute such additional documents, which Assignee, its successors and assigns reasonably request to secure, obtain or enforce proper protection for the Marks and all associated rights in this or any foreign country.
4. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to

IN WITNESS WHEREOF, the Parties have duly executed this Assignment as of the date first written above.

ASSIGNOR:

RESPIRATORY DIAGNOSTICS, INC.

By: [Signature]

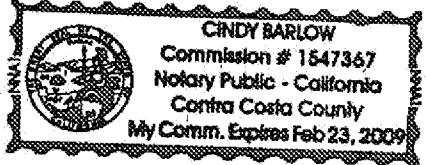
Name: David Schwartz

Title: President

STATE OF California) SS:
COUNTY OF Contra Costa)

On the 10th day of Sept. in the year 2008, before me, the undersigned, personally appeared David Schwartz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument and that such individual made such appearance before the undersigned in the city of Hercules, state of CA.

Cindy Barlow
Notary Public
My Commission Expires: February 23, 2008



ASSIGNEE:

MEDERI THERAPEUTICS INC.

By: _____

Name: _____

Title: _____

STATE OF _____) SS:
COUNTY OF _____)

On the _____ day of _____ in the year 2008, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument and that such individual made such appearance before the undersigned in the city of _____, state of _____.

Notary Public
My Commission Expires:

[Signature Page to Trademark, Trade Name and Trade Dress Assignment]

IN WITNESS WHEREOF, the Parties have duly executed this Assignment as of the date first written above.

ASSIGNOR:

RESPIRATORY DIAGNOSTIC, INC.

By: _____

Name: _____

Title: _____

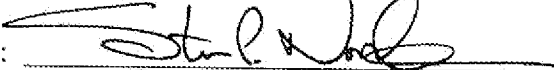
STATE OF _____) SS:
COUNTY OF _____)

On the ____ day of _____ in the year 2008, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument and that such individual made such appearance before the undersigned in the city of _____, state of _____.

Notary Public
My Commission Expires;

ASSIGNEE:

MEDERI THERAPEUTICS INC.

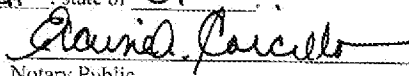
By: 

Name: Steven P. Novak

Title: Chairman

STATE OF CT) SS:
COUNTY OF FAIRFIELD)

On the 12th day of SEPT in the year 2008, before me, the undersigned, personally appeared STEVEN P. NOVAK personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument and that such individual made such appearance before the undersigned in the city of GREENWICH, state of CT.



Notary Public
My Commission Expires: 08/30/2010

[Signature Page to Trademark, Trade Name and Trade Dress Assignment]

L AINE A. CORCILLO
NOTARY PUBLIC
MY COMMISSION EXPIRES 08/30/2010

Country	Trademark	Reg. No.	Reg. Date
Australia	CURON MEDICAL	869046	3/14/2001
Australia	CURON MEDICAL & design	908,474	4/4/2002
Australia	SECCA	832745	4/20/2000
Australia	STRETТА	808137	9/23/1999
China	STRETТА	1,577,802	5/28/2001
European Union	CURON		
European Union	CURON	4,776,704	12/12/2005
European Union	CURON MEDICAL	1,788,124	8/2/2000
European Union	CURON MEDICAL & design	2,636,348	4/2/2002
European Union	SECCA	1,623,735	4/20/2000
European Union	SECCA & design	2,664,233	4/23/2002
European Union	STRETТА	1,318,294	9/22/1999
European Union	STRETТА & flame design	2,423,093	10/24/2001
Japan	CURON MEDICAL	4,562,544	4/19/2002
Japan	CURON MEDICAL & design	4,712,973	9/26/2003
Japan	STRETТА	4415828	9/8/2000
Korea	CURON MEDICAL	538,740	1/6/2003
Korea	CURON MEDICAL & design	555,460	8/4/2003
Korea	STRETТА	40-478476	10/9/2000
New Zealand	SECCA	613,170	10/25/1999
New Zealand	STRETТА	316893	4/15/1999
Norway	CURON MEDICAL		
Norway	CURON MEDICAL & design		
Norway	SECCA	206,125	12/13/2000
Norway	STRETТА	202,995	5/25/2000
Singapore	CURON MEDICAL	T01/03663A	3/15/2001
Singapore	CURON MEDICAL	T01/03664Z	3/15/2001
Singapore	CURON MEDICAL	T01/03665H	3/15/2001
Singapore	SECCA	T00/06848C	10/25/1999
Singapore	STRETТА	T99/11156D	4/15/1999
Switzerland	CURON MEDICAL	489,101	9/13/2001
Switzerland	CURON MEDICAL & design	501,749	4/3/2002
Switzerland	SECCA	477,429	4/25/2000
Switzerland	STRETТА	472,238	6/6/2000
US	CURON	2,724,865	6/10/2003
US	CURON MEDICAL	3,199,132	1/16/2007
US	SECCA	2,559,634	4/9/2002
US	SECCA & design	2,976,804	7/26/2005
US	STRETТА	2,451,786	5/15/2001
US	STRETТА	2,456,080	5/29/2001
US	STRETТА & flame design	2,449,886	5/8/2001
US	STRETТА & flame design	2,466,379	7/3/2001