

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
Paul F. Waters & Associates, LLC		12/31/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Elastogen, LLC		
Street Address:	1629 K St. NW, Suite 300		
City:	Washington		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20006		
Entity Type:	LIMITED LIABILITY COMPANY: DISTRICT OF COLUMBIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78523279	ELASTOGEN	
CORRESPONDENCE DATA			
Fax Number:	(866)506-1733		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	john.waters@delta-ip.com		
Correspondent Name:	Paul F. Waters & Associates, LLC		
Address Line 1:	5052 Loughboro Rd. NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20016		
NAME OF SUBMITTER:	Paul F. Waters & Associates, LLC		
Signature:	/John B. Waters/		
Date:	12/31/2008		

Total Attachments: 3
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is made this 30th day of December, 2008 (the "Effective Date"), by and between Paul F. Waters & Associates, LLC, a Delaware limited liability company, whose principal address is 5052 Loughboro Rd., NW, Washington DC 20016 ("Assignor"), and Elastogen, LLC, a District of Columbia limited liability company, whose principal address is 1629 K St. NW, Suite 300, Washington DC 20006 ("Assignee").

WHEREAS, Assignor, is the owner of the trademark application for:

ELASTOGEN

of which the United States Patent and Trademark Office Serial Number is 78523279 (the "Trademark"); and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademark.

NOW, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.
2. Consideration. In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of \$100, payable on December 30, 2008.
3. Representations and Warranties. Assignor represents and warrants to Assignee:
 - (a) Assignor has the right, power and authority to enter into this Agreement;
 - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
 - (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
 - (d) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
 - (e) This Agreement is valid, binding and enforceable in accordance with its terms; and

(f) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

5. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

6. Amendment. This Agreement may be amended only by a written amendment which is signed by both parties.

7. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

8. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

9. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the District of Columbia.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**PAUL F. WATERS &
ASSOCIATES, LLC:**



By: John B. Waters

Its: Managing Director

ELASTOGEN, LLC:



By: John B. Waters

Its: Managing Director