

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Carl-Zeiss-Stiftung, doing business as Carl Zeiss		11/13/2008	CORPORATION: GERMANY

RECEIVING PARTY DATA

Name:	Carl Zeiss AG
Street Address:	Carl Zeiss Strasse 22
City:	Oberkochen
State/Country:	GERMANY
Postal Code:	73447
Entity Type:	CORPORATION: GERMANY

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2610253	INTRABEAM

CORRESPONDENCE DATA

Fax Number: (617)342-4001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6173424000
 Email: ptomailboston@foley.com
 Correspondent Name: Nicole E. Gage
 Address Line 1: Foley & Lardner LLP
 Address Line 2: 111 Huntington Avenue, 26th Floor
 Address Line 4: Boston, MASSACHUSETTS 02199-7626

ATTORNEY DOCKET NUMBER:	082251-0238
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DOMESTIC REPRESENTATIVE

Name: Nicole E. Gage
 Address Line 1: Foley & Lardner LLP

OP \$40.00 2610253

Address Line 2: 111 Huntington Avenue, 26th Floor
Address Line 4: Boston, MASSACHUSETTS 02199-7626

NAME OF SUBMITTER:	Nicole E. Gage
Signature:	/Nicole E. Gage/
Date:	02/12/2009
Total Attachments: 1 source=Assignment#page1.tif	

CONFIRMATORY ASSIGNMENT

WHEREAS, on July 1, 2004, CARL-ZEISS-STIFTUNG, doing business as CARL ZEISS, a corporation organized and existing under the laws of Germany, located and doing business in 73447 Oberkochen, Germany (hereinafter, "Assignor"), was the owner in the United States i. a. of the mark "INTRABEAM" and registration No. 2 610 253 thereof in the United States Patent and Trademark Office; and


WHEREAS, on July 1, 2004 Assignor assigned all its rights, title and interest in and to said mark and registration to Carl Zeiss AG, a corporation organized and existing under the laws of Germany, located and doing business in 73447 Oberkochen, Germany (hereinafter, "Assignee"); and

WHEREAS, the parties desire to confirm the granting of said assignment and to set forth its terms;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby confirm said assignment and does hereby assign to Assignee, as of July 1, 2004, all of Assignor's rights, title and interest in and to said mark and registration, together with the good will of the business connected with the use of and symbolized by said mark, as well as all of Assignor's rights to damages or profits, due or accrued, arising out of past infringement of said mark or injury to said good will, and the right to sue for and recover the same in the Assignee's own name.

IN WITNESS WHEREOF, this assignment has been executed
this 13 day of November, 2008.

CARL-ZEISS-STIFTUNG,
doing business as CARL ZEISS



i. V. U. Hoffmann



i. V. C. Bolsinger