

04/19/00

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Expires 06/30/99
OMB 0651-0027



04-19-2000

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #26

05-10-2000



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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
04 17 2000

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
04 17 2000

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

- Citizenship/State of Incorporation/Organization

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
REEL: 002069 FRAME: 0608

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2,224,190"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

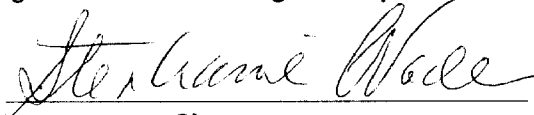
No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Stephanie K. Wade

Name of Person Signing



Signature

4/19/00

Date Signed

Assignment Agreement

This Agreement is made this 11th day of April, 2000, by and between Wilbur L. Eidson ("Eidson"), a United States citizen with his principal business address at Eidson Associates, Inc., P.O. Box 16204, 3908 Kipling Avenue, Minneapolis, Minnesota 55416-0204 and Kelly Pioneer Group, Inc., a New York corporation having its principal business address at 1270 Avenue of the Americas, New York, New York 10020, as agent for principal ("Kelly").

WHEREAS, Eidson is the owner of all right, title and interest in and to the mark POW'R-JECT for an automatic/adjustable powered veterinary medicament injection device (the "Mark") and is the owner of United States Trademark Registration No. 2,224,190 of the Mark;

WHEREAS, Kelly is interested in acquiring all of Eidson's right, title and interest in the Mark;

NOW, THEREFORE, 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 parties agree as follows:

1. Eidson hereby assigns to Kelly all of Eidson's right, title and interest in the Mark throughout the world, the goodwill symbolized thereby and United States Registration No. 2,224,190.
2. Upon signing this Agreement, Eidson will permanently cease all use of the Mark.
3. Eidson represents and warrants that, to the best of Eidson's knowledge and belief:
 - a. United States Trademark Registration No. 2,224,190 is owned by Eidson and is the only application or registration owned by Eidson, or any affiliate of Eidson, for the Mark in any country or jurisdiction in the world;
 - b. Eidson has the authority to assign the Mark; and

c. the assignment of the mark to Kelly is free and clear of any liens, encumbrances, licenses, or any other third party claim or interest.

4. In consideration for this Agreement, Kelly will pay Eidson \$5,000 no later than fifteen business days after the receipt by Kelly of this Agreement signed by Eidson.

5. This Agreement shall be binding upon the parties, their parents, subsidiaries, affiliates, successors and assigns, and upon any and all other acting by or through them, or in privity with them, or under their direction.

6. No representation or warranties have been made by either party to the other, or by anyone else, except as expressly set forth in this Agreement, and this Agreement is not being executed in reliance on any representation or warranty other than those expressly set forth in this Agreement.

7. This is the entire Agreement between the parties and no modification or amendment of this Agreement shall be effective unless in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate to be effective on the date first written above.

WILBUR L. EIDSON

Wilbur Eidson

KELLY PIONEER GROUP, INC.

By:

Frank A. Kelly

Printed Name:

Frank A. Kelly

Title:

President