

08-28-2000



101444613

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 719.00

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 Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year
07 14 00

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 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.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

08/25/2000 DNGUYEN 00000034 031721 1164654
01 FL:481 40.00 CH

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002125 FRAME: 0812

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="1164654"/>	<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.

Katrine Benedict MacGregor, Esq.

7/19/00

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF TRADEMARKS AND TRADE NAMES

This Assignment of Trademarks is entered into as of July 14, 2000 by and between SaRonix, a California corporation having a place of business at 141 Jefferson Drive, Menlo Park, California 94025 ("SaRonix"), and SaRonix, LLC, a Delaware limited liability company having a place of business c/o Riverside Partners, Inc., One Exeter Plaza, 699 Boylston Street, Boston, Massachusetts 02116 (the "Purchaser").

WHEREAS, SaRonix is the sole and exclusive owner of the entire right, title and interest in and to the registered trademarks, unregistered trademarks, and trade names identified on Exhibit A attached hereto and the goodwill represented thereby; and

WHEREAS, SaRonix wishes to assign, and the Purchaser wishes to acquire, the entire right, title and interest in and to said registered trademarks, unregistered trademarks, and trade names and the goodwill represented thereby;

NOW, THEREFORE, pursuant to the terms of the Asset Purchase Agreement dated as of July 14, 2000 (the "Agreement") by and among SaRonix, the Purchaser and certain other parties thereto, and in consideration of good and valuable consideration as recited in the Agreement, the receipt and sufficiency of which are hereby acknowledged, SaRonix hereby transfers, sells and assigns to the Purchaser, its successors and assigns, all of SaRonix's right, title and interest in its registered trademarks, unregistered trademarks, and trade names including but not limited to those listed on Exhibit A attached hereto (collectively, the "Trademarks and Trade Names"), together with the goodwill of the business connected with the use or symbolized by the Trademarks and Trade Names and the right to sue and recover for, and the right to profits and damages due or accrued arising out of or in connection with, any and all past, present or future infringements of the Trademarks and Trade Names.

SaRonix hereby requests the Commissioner of Patents and Trademarks to record the Purchaser as the assignee and owner of the Trademarks and Trade Names.

SaRonix hereby agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits and any other papers requested by the Purchaser to perfect the transfer to the Purchaser of all right, title and interest in the Trademarks and Trade Names.

SaRonix
Assignment of Trademark
3139120.1

TRADEMARK
REEL: 002125 FRAME: 0814

SaRonix hereby further agrees that it will communicate to the Purchaser and its legal representatives any facts known to SaRonix respecting the Trademarks and Trade Names and generally do everything possible to vest title in the Purchaser and to aid the Purchaser and its legal representatives to obtain and enforce proper protection for the Trademarks and Trade Names in all countries.

SaRonix hereby covenants that no assignment, license, or other transfer or encumbrance has been, or will be made, by it that would conflict with this assignment to the Purchaser of all right, title and interest in the Trademarks and Trade Names.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have caused this Assignment of Trademarks and Trade Names to be duly executed under seal as of the date and year first above written.

SARONIX

By: Michael Nusbbaum
Name: Michael Nusbbaum
Title: President

SARONIX, LLC

By: Phyllis Gutz
Name:
Title:

STATE OF CALIFORNIA
COUNTY OF SAN MATEO

Before me this 12th day of July, 2000, personally appeared MICHAEL S. NUSBAUM, known to me to be the person whose name is subscribed in the foregoing Assignment of Trademarks and Trade Names, and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

[Seal]



Merle M. Talens
NOTARY PUBLIC
My Commission Expires: 1/09/01

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Suffolk

Before me this 13 day of July, 2000, personally appeared Philip Gentry, known to me to be the person whose name is subscribed in the foregoing Assignment of Trademarks and Trade Names, and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

[Seal]



Eunice Kim Chapon
NOTARY PUBLIC
My Commission Expires: 4/5/07

EXHIBIT A

U.S. Trademark Registrations:

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
NYMPH	1,164,654	August 11, 1981

State Registrations (California):

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
NYMPH (stylized letters)	61,006	February 4, 1980 (expired)

Foreign Trademark Registrations:

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Req. Date</u>
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Miscellaneous Trademarks and Trade Names:

Schedule A

Trademarks:

Mark

Registration No.

Registration Date

NYMPH

1,164,654

8/11/81

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