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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): The Rowland Institute for Science, Inc.
[] Individual(s) [] Association
[] General Partnership [] Limited Partnership
[] Corporation-State
[] Other A Massachusetts charitable corporation
Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies)
Name: President and Fellows of Harvard College
Internal Harvard Office of Technology and Trademark Licensing
Address: 1350 Massachusetts Avenue
Street Address: Holyoke Center, Suite 727
City: Cambridge State: MA Zip: 02138-3826
[] Individual(s) citizenship
[] Association
[] General Partnership
[] Limited Partnership
[] Corporation-State
[] Other a Massachusetts educational and charitable corporation
If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [x] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [] Yes [x] No

3. Nature of conveyance:
[x] Assignment [] Merger
[] Security Agreement [] Change of Name
[] Other
Execution Date: July 1, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 2,548,240
Additional number(s) attached [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Kathleen Phelps, Esq.
Internal Address: Bingham McCutchen, LLP
Street Address: 150 Federal Street
City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41) \$ 40.00
[x] Enclosed
[x] Authorized to be charged to deposit account
8. Deposit account number: 500927

DO NOT USE THIS SPACE

9. Signature.
Kathleen Phelps, Esq.
Name of Person Signing

[Handwritten Signature]
Signature

8/29/02
Date

Total number of pages including cover sheet, attachments, and document: 6

FINANCE SECTION

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Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002577 FRAME: 0517

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Assignment") is made and effective as of July 1, 2002 (the "Effective Date"), by and between The Rowland Institute for Science, Inc., a Massachusetts charitable corporation with an address of 100 Edwin H. Land Boulevard, Cambridge, MA 02142 ("Rowland"), and President and Fellows of Harvard College, a Massachusetts educational and charitable corporation commonly known as Harvard University with an address c/o Harvard Office of Technology and Trademark Licensing, 1350 Massachusetts Avenue, Holyoke Center, Suite 727, Cambridge, Massachusetts 02138-3826 ("Harvard").

WHEREAS, Rowland owns registrations of and registration applications for, certain trademarks and service marks as set forth in Exhibit A attached hereto (the "Trademarks");

WHEREAS, Rowland desires to transfer and deliver, and Harvard desires to purchase and receive, all right, title, and interest in and to Rowland's Trademarks and the goodwill of the business associated with each of the said Trademarks; and

WHEREAS, Rowland and Harvard have entered into that certain Agreement dated as of May 31, 2002, by and among Rowland, Harvard and Rowland Foundation, Inc., a Delaware charitable corporation (the "Agreement"), pursuant to which Harvard is taking in assignment all of the assets of Rowland, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Agreement, Rowland and Harvard agree as follows:

1. Assignment of Trademarks. Rowland hereby assigns, conveys, transfers, and delivers to Harvard, effective as of the Effective Date, all of Rowland's right, title, and interest in and to: (i) the Trademarks together with all goodwill associated with the Trademarks collectively and individually, (ii) the respective registrations and applications for registration of the Trademarks, and (iii) the right to sue and recover for, and the right to any profits or damages due or accrued, arising out of or in connection with, any and all past, present, or future infringements or misappropriations of the Trademarks.
2. Further Assurances. The parties hereby agree to execute and/or deliver such additional or other documents and instruments, as may be needed for assignments of all assets and to do such additional or other acts and things, as may be required or reasonably requested by either party in order to give effect to the provisions of this Assignment and the Agreement.
3. Agreement. This Assignment is subject to the terms and conditions set forth in the Agreement, and nothing in this Assignment shall be construed to limit, terminate, expand, or otherwise modify the terms and conditions set forth in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment, as an instrument under seal, as of the Effective Date.

THE ROWLAND INSTITUTE FOR SCIENCE, INC.

By: _____

Name: Philip DuBois

Title: President

PRESIDENT AND FELLOWS
OF HARVARD COLLEGE

By: _____

Name: Anne Taylor

Title: Vice President and General Counsel

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF *Suffolk*)

ss.

On this the 27th day of June, 2002, before me appeared Philip DuBois, the person who signed this instrument, who acknowledged that he is the President of The Rowland Institute for Science, Inc. and that such person signed such instrument as a free act on behalf of The Rowland Institute for Science, Inc.

Nelen P. Rinzetti

Notary Public

My commission expires: *Sept. 20, 2007*

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF *MIDDLESEX*)

ss.

On this the ^{*th*} ~~21~~ day of June, 2002, before me appeared *Anne Taylor*, the person who signed this instrument, who acknowledged that she is a *Vice* of President and Fellows of Harvard College and that such person signed such instrument as a free act on behalf of President and Fellows of Harvard College.

*PRESIDENT AND
GENERAL COUNSEL*

Margo Stang
Notary Public
My commission expires: *1/30/2002*

Exhibit A to the Assignment of Trademarks:

United States:

Owner	Mark	Status	Registration/ Application Number	Registration/ Application Date
The Rowland Institute for Science, Inc.	STEREOJET	Active	2,548,240	3/12/02