

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mendell Robinson		09/28/2004	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mendell Robsinon Revocable Trust		
<b>Composed Of:</b>	COMPOSED OF Mendell Robinson, sole trustee		
<b>Street Address:</b>	30 Terrybrook Road		
<b>City:</b>	Rehoboth		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02769		
<b>Entity Type:</b>	Massachusetts trust by trust document dated 7/27/1988: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1032888	ROBINSON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)345-3299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	RInomata@BURNSLEV.com		
<b>Correspondent Name:</b>	Renee Inomata		
<b>Address Line 1:</b>	125 Summer Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	26808.0 ROBINSON RI		
<b>NAME OF SUBMITTER:</b>	Renee Inomata		
<b>Total Attachments: 2</b>			
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## ASSIGNMENT OF TRADEMARK AND LICENSE AGREEMENT

THIS ASSIGNMENT (the "Assignment") is made as of September 28, 2004, by and between Mendell Robinson, an individual residing in Rehoboth, Massachusetts (the "Assignor"), and Mendell Robinson, trustee of the Mendell Robinson Revocable Trust dtd 7/27/88, a Massachusetts trust sited in Rehoboth, Massachusetts (the "Assignee").

WHEREAS, the Assignor is the owner of the trademark "ROBINSON" registered with the United States Patent and Trademark Office, Registration No. 1,032,888, issued February 10, 1976 and renewed as of February 10, 1996 (the "Trademark");

WHEREAS, the Assignor is party to a license agreement with Xomed Inc., a Delaware corporation (the "Licensee"), dated March 7, 1996 (the "License Agreement"), and pursuant to Section 2(b) of the License Agreement, the Assignor has granted to Licensee an exclusive license to use the Trademark (the "Exclusive License"); and

WHEREAS, the Assignee is desirous of acquiring all right, title and interest, in, to and under the Trademark, including all goodwill associated therewith, and the License Agreement, subject to the Licensee's rights in the Trademark pursuant to the Exclusive License, and the Assignor is desirous of selling, assigning, transferring, granting and setting over to the Assignee all of such right, title and interest, in, to and under the Trademark, including all goodwill associated therewith, and the Exclusive License, subject to the Licensee's right in the Trademark pursuant to the Exclusive License;


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the Licensee's rights to the Exclusive License under the License Agreement, the Assignor does hereby sell, assign, transfer, grant and set over to the Assignee all of the right, title and interest, in, to and under (i) the Trademark, all goodwill associated therewith, all common law rights thereto, and all applications for registration that may be granted, all renewals, extensions, and foreign counterparts thereof, and (ii) the Exclusive License, together with the right to royalties, the right to sue and recover damages for future or past infringements or under the License Agreement and to fully and entirely stand in the place of the Assignor in all matters related thereto, the same to be held and enjoyed by the Assignee as fully and entirely as the same would have been held by the Assignor had this sale, assignment, transfer, grant and set over not been made, all subject to the terms and conditions of the Agreement (the "Assigned Trademark Rights").

The Assignor hereby warrants and covenants that (i) it has the full power and authority to convey the rights, titles and interests herein sold, assigned, transferred, granted and set over to the Assignee, (ii) it has not executed and will not execute any agreement in conflict herewith and (iii) it will execute any and all other instruments which may be necessary to perfect and evidence the Assignee's ownership of the Assigned Trademark Rights herein conveyed.


The Assignee hereby (i) accepts the assignment of the Assigned Trademark Rights and agrees to be bound by all of the obligations of the Assignor under the Exclusive License, (ii) covenants that it has the full power and authority to execute this Assignment and (iii) acknowledges that the Assignor has delivered to the Assignee the certificate representing the Trademark and a copy of the License Agreement.

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment as an instrument under seal as of the date first written above.

ASSIGNOR:

  
Mendell Robinson

ASSIGNEE:

  
Mendell Robinson, Trustee of the  
Mendell Robinson Revocable Trust dtd  
7/27/88

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