

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|--|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Nueterra Holdings, LLC | Nueterra Holding, LLC, f/k/a ASC Group, LC | 09/30/2004 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Endogenix, LLC | | |
| Street Address: | 7520 W. 160th Street, Suite 100 | | |
| City: | Shawnee Mission | | |
| State/Country: | KANSAS | | |
| Postal Code: | 66085 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78359222 | ENDOGENIX | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (316)267-6345 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 316-267-6371 | | |
| Email: | bmatthews@foulston.com | | |
| Correspondent Name: | William P. Matthews | | |
| Address Line 1: | 100 N. Broadway, Suite 700 | | |
| Address Line 4: | Wichita, KANSAS 67202 | | |
| ATTORNEY DOCKET NUMBER: | 000113-00121 | | |
| NAME OF SUBMITTER: | William P. Matthews | | |
| Total Attachments: 2 | | | |
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OP \$40.00 78359222

TRADEMARK ASSIGNMENT

WHEREAS, NUETERRA HOLDINGS, LLC, a Delaware limited liability company, f/k/a Nueterra Holding, LLC, f/k/a ASC Group, LC (“Assignor”), whose principal place of business is 7520 W. 160th Street, Suite 100, Shawnee Mission, Kansas 66085, has intended to use the mark “**ENDOGENIX**” (the “Mark”) in interstate commerce and has filed an application for registration on the Principal Register of the United States Patent and Trademark Office on January 29, 2004, based on its bona fide intent to use such Mark in commerce, which application has been given **Serial No. 78/359222** (the “Application”), but has not yet filed an allegation of use or a statement of use of the Mark under Section 1(c) or 1(d) of the Trademark Act of 1946, as amended; and

WHEREAS, ENDOGENIX, LLC, a Delaware limited liability company (“Assignee”), whose principal place of business is 7520 W. 160th Street, Suite 100, Shawnee Mission, Kansas 66085, has acquiring from Assignor and/or Assignor’s related companies the entire business or portion thereof to which the Mark pertains as required by 15 U.S.C. § 1060.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all of its right, title and interest in and to the said Mark, together with the goodwill of the business symbolized by the Mark, and the Application thereof together with any divisions, registration, registrations in part, continuations, and renewals thereto, as part of the entire business or portion thereof to which the Mark pertains as required by 15 U.S.C. § 1060.

There are no representations, warranties, or covenants hereunder except those representations, warranties, and covenants contained in the separate agreement(s) entered into by Assignor and/or Assignor’s related company concerning the Mark. Assignor shall do all other further things necessary to effectuate the assignment, warranties, and covenants contained herein, and without additional compensation (other than reimbursement of actual out-of-pocket expenses necessarily incurred) fully cooperate with Assignee in applying for and securing Assignee’s rights in the Mark and Application thereto in all legal jurisdiction in which Assignee seeks to protect such rights and secure such Application. Without limiting the generality of the foregoing: (a) Assignor shall promptly execute and deliver all proper documents presented to Assignor for signature by Assignor to enable Assignee to secure such Application and to transfer legal title or other rights therein or thereunder, together with any registrations that may be issued or granted thereon, to Assignee, including the certificate of registration that may be issued for the Mark; and (b) Assignor will give such true information and testimony, under oath if requested, as may be requested of it by Assignee with respect to the same.

Date: September 30, 2004

NUETERRA HOLDINGS, LLC

By: 

Name: Daniel R. Tasset

Title: CEO

[acknowledgement begins on the next page]

ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 30th day of September, 2004, before me appeared Daniel R. Tasset, the CEO of Nueterra Holdings, LLC, the person who signed this Trademark Assignment, who acknowledged that he/she signed it as his/her free act on behalf the aforementioned limited liability company.

My Commission Expires:
06/19/2008

Kimberly D. Brown
Notary Public

