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

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)



RE

102906768

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Lovelace Respiratory Research
Institute

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership
- New Mexico

Citizenship (see guidelines)

Execution Date(s) September 9, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Lovelace IP, LLC

Internal Address: Suite 103

Street Address: 2309 Renard Place SE

City: Albuquerque

State: New Mexico

Country: U.S.A. Zip: 87106

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other
- Citizenship New Mexico

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
75/308,032

B. Trademark Registration No.(s)
Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

LOVELACE

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Charles A. Armgardt

Internal Address: Suite 1000

Street Address: 500 Fourth St., NW

City: Albuquerque

State: New Mexico Zip: 87102

Phone Number: 505-848-1800

Fax Number: 505-848-1891

Email Address: carmgardt@modrall.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date 11-23-2004

b. Deposit Account Number _____

Authorized User Name _____

U.S. Patent & TMO/TM Mail Rpt Dt. #66

9. Signature: Charles A. Armgardt

Signature

Charles A. Armgardt

Name of Person Signing

November 22, 2004

Date

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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TRADEMARK
REEL: 003093 FRAME: 0431

ASSIGNMENT OF TRADEMARKS AND TRADE NAMES

THIS ASSIGNMENT, dated as of Sept 9, 2004, is from **LOVELACE RESPIRATORY RESEARCH INSTITUTE**, a New Mexico nonprofit corporation, whose address is 2425 Ridgecrest Drive SE, Albuquerque, New Mexico 87108 ("Assignor"), to **LOVELACE IP, LLC**, a New Mexico limited liability company whose address is 2309 Renard Place, Suite 103-B, Albuquerque, New Mexico 87106 ("Assignee").

WHEREAS, Assignor is or claims to be the owner of certain rights, title and interests in and to the name **LOVELACE**, and any and all other commercial identifiers that include the word "Lovelace," a close spelling variant of "Lovelace," or a phonetic equivalent of "Lovelace," whether or not the identifier is registered as a trademark or an application for registration has been made, including but not limited to the trademarks and the trade names listed on Exhibit A, attached hereto (the "Marks");

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to receive from Assignor, the entire and exclusive right, title and interest in and to the Marks together with the goodwill of the business symbolized by the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee and its successors, assigns and nominees without any restrictions, reservations or limitations:

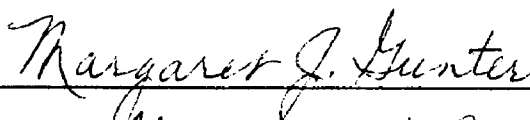
1. The entire and exclusive right, title and interest in and to the Marks together with the goodwill of the business symbolized by the Marks, including the right to register the Marks to Assignee's name throughout the world.
2. The sole right to enforce rights in said Marks with the right to sue for and recover for Assignee's own use accrued profits or damages for any and all causes of action, claims and demands and other rights for infringements thereof, including, but not limited to past infringements with respect to which Assignor waives any right to receive any portion thereof.
3. Assignor covenants that Assignor has the full right to enter into this Assignment and further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the legal and record owner of each of the rights hereby conveyed.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their authorized officers, all as of the day and year first above written.

LOVELACE RESPIRATORY RESEARCH INSTITUTE

LOVELACE IP, LLC





Name: Patricia J. Mack

Name: Margaret J. Gunter

Title: Chief Operating Officer
("Assignor")

Title: Authorized Member
("Assignee")

Exhibit A

Lovelace Respiratory Research Institute
Lovelace-Anderson Endowment Foundation
Lovelace Scientific Resources
Lovelace Biomedical and Environmental Research Institute
Lovelace Respiratory Research
L Lovelace & Design



L Lovelace Respiratory Research Institute & Design



Respiratory Research Institute

Lovelace Institute
Lovelace Research Institute
Lovelace Respiratory Institute
Lovelace Inhalation Toxicology Research Institute
Lovelace ITRI
Lovelace Endowment
Lovelace Laboratory Services
Lovelace Animal Resources
Lovelace Scientific Resources - A Clinical Trial Company
Lovelace Science Academy
Lovelace Respiratory Research Institute Partners in Education

Federal Trademark Applications

75/308,032 LOVELACE