

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clozex Medical LLC		03/31/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	3M Company		
Street Address:	3M Center, 2501 Hudson Road		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55144		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2821610	CLOZEX	
Registration Number:	3072150	COVEREX	
CORRESPONDENCE DATA			
Fax Number:	(651)736-3783		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	651-736-6989		
Email:	trademarks@mmm.com		
Correspondent Name:	James F. Voegeli		
Address Line 1:	3M Center, 2501 Hudson Road		
Address Line 2:	Bldg. 220-9E-01		
Address Line 4:	St. Paul, MINNESOTA 55144-1000		
ATTORNEY DOCKET NUMBER:	36132 AND 36133		
NAME OF SUBMITTER:	James F. Voegeli		
Signature:	/James F. Voegeli/		

CH \$65.00 2821610

Date:

10/16/2006

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

WHEREAS, **CLOZEX MEDICAL LLC**, a Delaware limited liability company whose address is 16 Laurel Avenue, Suite 200, Wellesley, Massachusetts 02481 ("Clozex"), entered into an Exclusive License And Sale Agreement having an Effective Date of March 31, 2006, with **3M COMPANY**, a Delaware corporation whose address and principal place of business is 3M Center, Saint Paul, Minnesota, 55144 ("3M"), and **3M INNOVATIVE PROPERTIES COMPANY**, a Delaware corporation whose address and principal place of business is 3M Center, Saint Paul, Minnesota, 55144 ("3M IPC"); and

WHEREAS, Clozex is the owner of the trademarks and service marks listed and described in SCHEDULE A attached hereto and by this reference incorporated herein,

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, Clozex does hereby assign and transfer unto 3M all right, title, and interest in and to the trademarks and service marks listed and described in SCHEDULE A, together with the goodwill of the business symbolized thereby as well as the right to sue for past infringement and the right to collect damages therefor, and free and clear of all liens, security interests, claims, charges and encumbrances of any kind whatsoever. Where such trademarks or service marks also are used as trade or business names, Clozex does hereby also assign and transfer unto 3M all right, title, and interest in and to such trade or business names, together with the goodwill of the business symbolized thereby as well as the right to sue for past infringement and the right to collect damages therefor.

This Assignment is binding on Clozex, its successors and assigns, and will inure to the benefit of the 3M, its successors and assigns. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, corporation or entity other than 3M, its successors and assigns, any remedy or claim under or by reason of this instrument, or any terms, covenants or conditions hereof, and all the terms, covenants and conditions in this instrument shall be for the sole and exclusive benefit of 3M and its successors and assigns.

{Signature page follows}

SCHEDULE A

<u>MARK</u>	<u>U.S. REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
CLOZEX	2,821,610	March 9, 2004
COVEREX	3,072,150	March 21, 2006