

09-28-2007

Form TTG-1594 (Rev. 07/05)

Class Collection 0531-0532 (rev. 8/30/2006)

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

9.11.07



103448678

To the Director of the U. S. Patent and

(its or the new address(es) below

1. Name of conveying party(ies):  
 Impulse Dynamics N.V.  
 A Netherlands Antilles Corporation  
 Werfstraat 6  
 Curaçao, Netherlands Antilles  
 Associated  
 General Partnership  Limited Partnership  
 Corporation - State: \_\_\_\_\_  
 Other A Netherlands Antilles Corp.

2. Name and address of receiving party(ies)  
 Additional names, addresses, or citizenship attached?  Yes  No  
 Name: Johnson & Johnson Development Corp.  
 Internal  
 Address: \_\_\_\_\_  
 Street Address: 410 George Street  
 City: New Brunswick  
 State: New Jersey

Citizenship (see guidelines): Netherlands Antilles  
 Additional names of conveying parties attached?  Yes  No

Country: USA Zip: 08901  
 Association Citizenship  
 General Partnership Citizenship  
 Limited Partnership Citizenship  
 Corporation Citizenship New Jersey

3. Nature of conveyance / Execution Date(s):  
 Execution Date(s): June 27, 2007  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other

Other: \_\_\_\_\_ Citizenship  
 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)  
 78/880,730 - OPTIMIZER  
 78/872,440 - ELECTROCEUTICALS

B. Trademark Registration No.(s)  
 3,021,277 - Stylized "I"  
 Additional sheets attached?  Yes  No

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

5. Name & address of party to whom correspondence concerning document should be mailed:  
 Name: Marcel A. Blazer, Esq.  
 Internal Address: Johnson & Johnson  
 Street Address: One Johnson & Johnson Plaza  
 City: New Brunswick  
 State: New Jersey Zip: 08933  
 Phone Number: (732) 524-6781  
 Fax Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00  
 Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed Charge Fee!

8. Signature: MATG  
 Signature  
 Marcel A. Blazer  
 Name of Person Signing

8. Payment Information:  
 a. Credit Card Last 4 Numbers \_\_\_\_\_  
 Expiration Date \_\_\_\_\_  
 b. Deposit Account Number 1(1)-0250  
 Authorized User Name \_\_\_\_\_

Date: 9/10/07  
 Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be filed in (571) 273-8742, or mailed to:  
 Mail Stop Assignment Recordation Service, Director of the USPTO, P.O. Box 1483, Alexandria, VA 22303-1483

## MEMORANDUM OF TRADEMARK AND SERVICE MARK SECURITY INTEREST

This Memorandum is dated as of June 27, 2007 between Impulse Dynamics N.V., a Netherlands Antilles corporation (the "Mark Owner"), having its principal office at Werkstraat 6, Curacao, Netherlands Antilles, and Johnson & Johnson Development Corporation, a New Jersey corporation (the "Secured Party"), having its principal office at 410 George Street, New Brunswick, New Jersey 08901 U.S.A., parties to the Securities Purchase and Exchange Agreement of even date herewith (the "Purchase Agreement"), between the ~~Copyright Owner~~ <sup>Mark</sup> and the Secured Party.

1. Pursuant to the Purchase Agreement, the Mark Owner has granted to the Secured Party a security interest in certain trademarks, service marks and applications thereof listed in Schedule I attached hereto and made a part hereof, in the name of the Mark Owner, together with the registrations thereof and goodwill symbolized thereby (collectively, the "Trademark Collateral").
2. The Mark Owner is the exclusive owner of all rights in the Trademark Collateral, including all rights to prosecute for unconsented use and infringement thereof. The Mark Owner has the capacity to grant to the Secured Party the security interests granted under Section 2 of the Purchase Agreement.

The Mark Owner and the Secured Party have executed this Memorandum effective as of the date first above written.

IMPULSE DYNAMICS N.V.

By 

Name: ANTONY OWENS  
Title: MANAGING DIRECTOR

JOHNSON & JOHNSON DEVELOPMENT  
CORPORATION

By \_\_\_\_\_

Name:  
Title:

**MEMORANDUM OF TRADEMARK AND SERVICE MARK SECURITY INTEREST**

This Memorandum is dated as of June 27, 2007 between Impulse Dynamics N.V., a Netherlands Antilles corporation (the "Mark Owner"), having its principal office at Werfstraat 6, Curacao, Netherlands Antilles, and Johnson & Johnson Development Corporation, a New Jersey corporation (the "Secured Party"), having its principal office at 410 George Street, New Brunswick, New Jersey 08901 U.S.A., parties to the Securities Purchase and Exchange Agreement of even date herewith (the "Purchase Agreement"), between the <sup>Copyright Owner</sup> ~~Mark~~ and the Secured Party.

1. Pursuant to the Purchase Agreement, the Mark Owner has granted to the Secured Party a security interest in certain trademarks, service marks and applications therefor listed in Schedule I attached hereto and made a part hereof, in the name of the Mark Owner, together with the registrations thereof and goodwill symbolized thereby (collectively, the "Trademark Collateral").
2. The Mark Owner is the exclusive owner of all rights in the Trademark Collateral, including all rights to prosecute for unconsented use and infringement thereof. The Mark Owner has the capacity to grant to the Secured Party the security interests granted under Section 2 of the Purchase Agreement.

The Mark Owner and the Secured Party have executed this Memorandum effective as of the date first above written.

IMPULSE DYNAMICS N.V.

By \_\_\_\_\_

Name:

Title:

JOHNSON & JOHNSON DEVELOPMENT CORPORATION

By \_\_\_\_\_

Name:

Title:

*[Handwritten signature]*  
Name: *[Handwritten name]*  
Title: *[Handwritten title]*

**SCHEDULE I**

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Serial Number</u>	<u>Filing Date</u>
Stylized 'T'	3021277	November 29, 2005	76170272	November 22, 2000
OPTIMIZER	N/A	N/A	78880730	May 10, 2006
ELECTROCEUTICALS	N/A	N/A	78872440	April 28, 2006