

05-16-2002



Docket No.:

58677.00014

Tab settings

To the Honorable Commissioner of Patents

102091211

attached original documents or copy thereof.

1. Name of conveying party(ies):

Tenax Corporation

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: **January 11, 2000**

2. Name and address of receiving party(ies):

Name: **Tenax, LLC**

Internal Address:

Street Address: **4 Old Newtown Road**

City: **Danbury** State: **CT** ZIP: **06810**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other **Delaware Limited Liability Company**

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,407,951

Additional numbers

Yes No

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

Name: **Karl M. Zielaznicki, Esq**

Internal Address: **Jenkins & Gilchrist Parker Chapin LLP**

Street Address: **The Chrysler Building**

405 Lexington Avenue

City: **New York** State: **NY** ZIP: **10174**

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41):.....\$ **40.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500-672

DO NOT USE THIS SPACE

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40.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Karl M. Zielaznicki

Name of Person Signing

Signature

May 1, 2002

Date

Total number of pages including cover sheet, attachments, and

6

TRADEMARK

I hereby certify that this correspondence is being deposited
with the United States Postal Service as first class mail
in an envelope addressed to the Commissioner of Patents & Trade-
marks, BOX ASSIGNMENTS, Washington, D.C. 20231.,
on—May 1, 2002 Date of Deposit

Karl M. Zielaznicki

Attorney

Signature

May 1, 2002

Date of Signature

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Agreement"), dated as of January 11, 2000 (the "Effective Date"), is from **Tenax Corporation**, a corporation organized under the laws of the State of Delaware (the "Assignor") to **Tenax, LLC**, a limited liability company organized under the laws of the State of Delaware (the "Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of all right, title and interest in and to the registered trademark described on Schedule A (the "Trademark") attached hereto; and

WHEREAS, for good and valuable consideration and pursuant to a certain Purchase Agreement, dated as of January 11, 2000 (the "Purchase Agreement"), by and among the Assignor, Assignee, MedSource Technologies, Inc. and Bepak plc, and upon the terms and conditions set forth below, Assignor desires to assign all of its right, title and interest with respect to the Trademark to Assignee and Assignee desires to accept such assignment and assume all rights and obligations of Assignor associated with the Trademark.

NOW, THEREFORE, in consideration of the transactions contemplated by the Purchase Agreement and this Agreement and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

1. Assignment. Assignor hereby sells, assigns and transfers unto Assignee, its successors, heirs and assigns all right, title and interest in and to the Trademark, including, without limitation, the right to any applications and registrations thereof, the right to prosecute any applications therefor, the right to have any registrations issue in the name of the Assignee, the right to file for registration thereof in any country in the world with the full benefit of any priorities which may now or in the future be granted by law or by treaty, the right to apply for and obtain any renewal of any registrations thereof, the right to sue for past and future infringement and the right to the goodwill of the business symbolized thereby.
2. Further Assurances. Assignor will execute any and all additional documents that may be reasonably necessary in the opinion of counsel for Assignee to perfect the transfer of rights set forth herein.
3. Representations and Warranties. This Agreement is subject to the terms and conditions of the Purchase Agreement and the respective representations, warranties, covenants, agreements and obligations made in the Purchase Agreement by the parties to the Purchase Agreement are incorporated herein by reference, and constitute an integral part of this Agreement and shall survive the execution and delivery of this Agreement to the extent provided in Article 7 of the Purchase Agreement.

4. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective administrators, personal and legal representatives, successors, and permitted assigns.

5. Governing Law. All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of New York.

[the next page is the signature page]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

TENAX CORPORATION

By: David W. Ekersham

TENAX, LLC

By: _____

STATE OF CT)
)
COUNTY OF Fairfield) :ss Brookfield

The foregoing instrument was acknowledged before me this ___ day of January, 2000, by David Ekersham of Tenax as his act and deed, and the free act and deed of said corporation.

David D. Bely
Notary Public
My commission expires:

STATE OF)
)
COUNTY OF) :ss

My Commission Exp. Oct. 31, 2001

The foregoing instrument was acknowledged before me this ___ day of January, 2000, by _____ of _____ as his act and deed, and the free act and deed of said company.

Notary Public
My commission expires:

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

TENAX CORPORATION

By: _____

TENAX, LLC

By: *[Signature]*

STATE OF)
) :ss
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of January, 2000, by _____ of _____ as his act and deed, and the free act and deed of said corporation.

Notary Public
My commission expires:

STATE OF NEW YORK)
) :ss
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 10th day of January, 2000, by Richard J. Effros of Tenax, LLC as his act and deed, and the free act and deed of said company.

Hilarie Levion Katz
Notary Public
My commission expires: July 5, 2000

HILARIE LEVION KATZ
Notary Public, State of New York
No. 01KA4935894
Qualified in New York County
Commission Expires July 5, 2000

Schedule A

Mark	Reg No.	Reg. Date	Status	Owner
TENAX	1407951	Sept. 2, 1986	Registered	Tenax Corporation