

**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
Rhytec Incorporated		10/22/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Plasmogen, Inc.
Street Address:	215 E. 95th Street - #6F
City:	New York
State/Country:	NEW YORK
Postal Code:	10128
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	3387308	HIGH DEFINITION RESULTS
Registration Number:	3096845	PORTRAIT
Registration Number:	3521058	PORTRAIT PLASMA
Registration Number:	3294504	POWER OF PLASMA
Registration Number:	3387309	POWER OF PLASMA -HIGH DEFINITION RESULTS
Registration Number:	3294491	PSR
Registration Number:	3195036	TRUE REGENERATIVE SCIENCE
Serial Number:	76672542	PORTRAIT EXPRESS TRUE RESULTS NO DOWNTIME
Serial Number:	76672543	PORTRAIT EXPRESS
Serial Number:	76655707	HIGH DEFINITION RESULTS FOR YOUR SKIN
Serial Number:	78555043	RESULTS IN SKIN REGENERATION

**CORRESPONDENCE DATA**

Fax Number: (973)912-7199

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**900156266**

**TRADEMARK  
 REEL: 004161 FRAME: 0078**

**OP \$290.00 3387308**

Phone: 973-912-7100  
Email: trademarks@sonnenschein.com  
Correspondent Name: Joel N. Bock c/o Sonnenschein Nath et al  
Address Line 1: P. O. Box 061080  
Address Line 2: Wacker Drive Station- Willis Tower  
Address Line 4: Chicago, ILLINOIS 60606-1080

ATTORNEY DOCKET NUMBER:	20071460-0013-37B-R7M
NAME OF SUBMITTER:	Joel Bock
Signature:	/joel bock/
Date:	03/04/2010

**Total Attachments: 8**

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**BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, John O. Desmond, Chapter 7 Trustee of the bankruptcy estate of Rhytec Incorporated (the "Debtor"), Chapter 7 Case No. 08-19072- JNF (the "Seller") has accepted the offer of Plasmogen, Inc. (the "Buyer") to purchase for the sum of ELEVEN THOUSAND FIVE HUNDRED DOLLARS and 00/100 (\$11,500.00) all of the Seller's right, title and interest in certain assets of the bankruptcy estate (the "Assets") as more particularly described in the Purchase and Sale Agreement by and between the Buyer and the Seller dated July 13, 2009 which is incorporated by reference herein (the "Purchase and Sale Agreement").

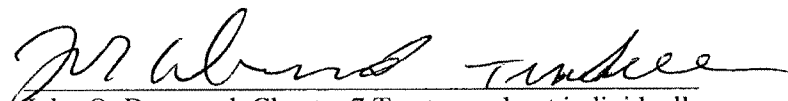
WHEREAS, on August 11, 2009, the United States Bankruptcy Court granted the Seller's Motion for Authority to Sell the Assets to the Buyer by private sale free and clear of all liens, claims and encumbrances (the "Sale Order").

NOW, THEREFORE, for good and valuable consideration paid to the Seller, the receipt of which is hereby acknowledged, the Seller hereby grants, sells and conveys to the Buyer, his successors and assigns, as of the date hereof, all of his right, title and interest in the Assets.

TO HAVE AND TO HOLD the Assets forever unto the Buyer, its successors and assigns, free and clear of all liens, claims, or encumbrances of any kind.

All assets transferred hereunder are transferred "AS IS" and "WHERE IS" without any representations or warranties, including WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This sale is further subject to all the terms and conditions contained in the Purchase and Sale Agreement and to the Sale Order.

IN WITNESS WHEREOF, the Seller has executed this instrument under seal on This 22 day of October, 2009.

  
John O. Desmond, Chapter 7 Trustee and not individually

10/28/09

## **PURCHASE AND SALE AGREEMENT**

AGREEMENT made as of this \_\_\_ day of July, 2009, by and between John O. Desmond, Chapter 7 Trustee of the estate of Rhytec Incorporated, Chapter 7 Case No. 08-19072-JNF (the "Seller") and Plasmogen, Inc., which maintains a principal place of business located at 215 E. 95<sup>th</sup> Street, #6F, New York, New York 10128 (the "Buyer").

WHEREAS, on November 26, 2008, Rhytec Incorporated (the "Debtor") filed a voluntary petition for relief under Chapter 7 of the Bankruptcy Code (the "Petition Date").

WHEREAS, on November 27, 2008, the Seller was appointed as the Chapter 7 Trustee of the bankruptcy estate of the Debtor.

WHEREAS, prior to the Petition Date the Debtor was in the business of selling and distributing a medical device known as the Rhytec Portrait® PSR 3 Skin Regeneration System (the "Portrait System"). The Portrait System used by plastic surgeons and dermatologists to repair damaged and/or wrinkled skin.

WHEREAS, in order to market and sell the Portrait System in the United States, the Debtor was required to obtain clearance pursuant to § 510(k) of the United States Food and Drug Administration Act from the United States Food and Drug Administration (the "510(k) Clearance");

WHEREAS, the Seller wishes to sell, assign and transfer, and the Buyer wishes to purchase, the Seller's right, title and interest (i) in the Debtor's 510(k) Clearance and the clinical files and information relating to such 510(k) Clearance, if any, (ii) all documentation and records relating to clinical data concerning the Portrait System that is in the possession, custody and control of the Seller (collectively the "Clinical Data"), and (iii) the trademarks registered in the

name of the Debtor (the "Trademarks") subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, the SELLER and BUYER agree as follows:

1. Assets to be Transferred. The Seller agrees to sell and transfer, and the Buyer agrees to buy, subject to the conditions contained herein, all of the Seller's right, title and interest, if any, in the 510(k) Clearance and the clinical files and information relating to such 510(k) Clearance, the Clinical Data and the Trademarks (the "Assets"). For the avoidance of doubt the Assets to be sold and transferred may be in digital or paper form.
2. Purchase Price. The Buyer agrees to pay as a total purchase price for the Assets the amount of ELEVEN THOUSAND FIVE HUNDRED DOLLARS and 00/100 (US \$11,500.00) in consideration of the sale and transfer of the Assets (the "Purchase Price").
3. Deposit. The Buyer has paid to Murtha Cullina LLP of 99 High Street, Boston MA02110 – 2320 (the "Seller's Attorney") the full amount of the Purchase Price as a deposit (the "Deposit"). The Seller's Attorney will hold the Deposit in escrow pending court approval of the sale to the Buyer. The Deposit is refundable to the Buyer only if: (1) the Bankruptcy Court enters an order allowing the sale of the Assets to a party other than the Buyer; (2) the Seller sells the Assets to a party other than the Buyer; (3) the Seller does not obtain authority from the Bankruptcy Court to sell the Assets to the Buyer within forty five (45) days of the date of this Agreement; and (4) the Buyer withdraws from the sales process as permitted in clause 4 below.
4. Bankruptcy Court Approval. The obligation of the Seller to sell and transfer and the obligation of the Buyer to purchase are expressly conditioned upon the approval by the United States Bankruptcy Court of the Chapter 7 Trustee's Motion for Authority to Sell by Private Sale Certain Assets Free and Clear of all Liens, Claims and Encumbrances (the "Motion

to Sell”) at the Purchase Price or at a higher price subsequent to an auction which may be held with individuals or entities who submit counteroffers acceptable to the Seller. The Buyer is aware that the Seller will provide advance notice of the Motion to Sell to all creditors and other entities selected by the Seller who in turn may object to this proposed sale or submit counteroffers. The Buyer understands that in the event the Seller receives one or more higher counteroffers for the Assets, a sealed bid auction, live auction or a combination of the two will be conducted at the Bankruptcy Court. Upon receipt of a qualified higher counteroffer the Seller shall immediately notify the Buyer of such counteroffer in writing and the Buyer shall be entitled to withdraw from the proposed auction and to be repaid the Deposit within five (5) business days of such withdrawal in writing.

5. Closing. A closing shall take place at the office of the Seller’s Attorney on the eleventh (11<sup>th</sup>) day after the Bankruptcy Court’s allowance of the Motion to Sell (the “Closing”). At the Closing, the Seller shall execute and deliver all documents reasonably requested by the Buyer which are necessary to effect the transfer of the Assets to the Buyer or its nominee including a notice to be served on the United States Food and Drug Administration Act in the form attached at the Schedule A to this Agreement. The Buyer is responsible for preparing the documents necessary to effect the transfer of the Assets. The Seller agrees that on two (2) days written notice to be served after the date of this Agreement reasonable provision shall be made to enable the Buyer to attend the premises where the Clinical Data is located to review the relevant documents but not to take copies nor remove any documents for the possession, custody and control of the Seller. The Buyer shall remove the Clinical Data that is in the possession, custody and control of the Seller within fifteen (15) days following the Closing at the Buyer’s sole cost and expense.

6. Purchase is Free and Clear. The Seller shall sell and transfer the Assets free and clear of all liens, claims and encumbrances. All such liens, claims and encumbrances will attach only to the proceeds of the sale to the extent, priority and validity as determined by the Bankruptcy Court. The provisions of this paragraph shall survive the Closing.

7. Representations and Warranties. The Assets are being sold "AS IS" and "WHERE IS" without any representations or warranties. Specifically, the Seller makes no representation concerning his ability to transfer the 510(k) Clearance to the Buyer or that the United States Food and Drug Administration will authorize the transfer of the 510(k) Clearance to the Buyer.

8. Indemnification. The Buyer shall indemnify and hold harmless the Seller from all claims, demands, liabilities, and damages asserted against the Seller or the Debtor's estate arising from events subsequent to the closing of the sale which relate to the Assets, including any and all expenses incurred in defending any such claims. The provisions of this paragraph shall survive the Closing.

9. Contingencies. There are no contingencies to the sale of the Assets other than Bankruptcy Court approval which could result in the acceptance of a higher offer from another party. In the event a higher offer from another party is accepted by the Seller, the Buyer does not withdraw from the sales process as permitted under clause 4 and the sale to the higher offeror is allowed by the Bankruptcy Court, the Seller shall return the Deposit to the Buyer within five (5) business days of the closing of the sale to the higher offeror.

10. Nonrecourse. The Seller is executing this Agreement in a fiduciary capacity; only the estate shall be bound, and the Seller shall not be personally liable for any obligation, expressed or implied, hereunder.

11. Modification. This Agreement contains the entire agreement of the parties and may be amended only by written instrument signed by the parties.

12. Miscellaneous. Buyer acknowledges that it is familiar with the Assets and is not relying on any representation or warranty of the Seller in purchasing the Assets, none having been made.

13. Entire Agreement. This Agreement shall constitute the complete agreement and understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings, written or oral, and may be amended only by written instrument signed by both of them. To the extent that there is any conflict between the terms of the Notice of Sale served in accordance with Section 363 of the Bankruptcy Code and this Agreement, the terms of this Agreement shall control. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts and Title 11 of the United States Code.

14. Authority of Parties. Each of the undersigned parties represents and warrants that: (i) it has all necessary power and authority to execute and deliver this Agreement and to perform its respective obligations hereunder; (ii) this Agreement has been duly and validly delivered, and constitutes a legal, valid and binding obligation; and (iii) except for approval of the Bankruptcy Court, no authorization, consent, approval or other action is or will be necessary as a condition to execution and delivery of this Agreement and the performance of the obligations hereunder.

15. Execution in Counterparts. For the convenience of the parties and to facilitate execution, this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.



16. Further assurance. Following the sale of the Assets to the Buyer the Seller shall execute and deliver any other documents as may reasonably be required from time to time by the Buyer to vest in the Buyer the title to the Assets in accordance with the terms of this Agreement. The Buyer shall pay the Seller's reasonable legal fees incurred in the Seller's performance of his obligations under this clause 16.

17. Advice of Counsel. The Buyer confirms that he has obtained the advice of counsel of its choice in connection with the execution of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in two counterparts on the day and year first above written.

The Buyer hereby agrees to purchase on the terms set forth above.

PLASMOGEN, INC.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Duly Authorized

The Seller agrees to sell and transfer on the terms set forth above.

George R. Desmond  
Witness

John O. Desmond Trustee 7/6/09  
John O. Desmond, Chapter 7 Trustee  
for the Bankruptcy Estate of Rhytec Incorporated,  
not individually

## SCHEDULE

### Form of Letter from Seller to Plasmogen

[date]

Plasmogen, Inc.  
215 E 95<sup>th</sup> Street, #6F  
New York, NY 10128

This letter made on [ date ] is evidence that a Purchase and Sale agreement has been made transferring the ownership and all rights of the five (5) FDA Premarket Notification 510(k)s for the Rhytec Portrait<sup>®</sup> PSR<sup>3</sup> System listed below from Rhytec, Incorporated, Chapter 7 Case No 08-19072-JNF (the "Seller") to Plasmogen, Inc, 215 E 95<sup>TH</sup> Street, #6F, New York, New York 10128 (the "Buyer").

- |    |         |                |                                  |
|----|---------|----------------|----------------------------------|
| 1. | K060948 | September 2006 | Non-facial treatment of wrinkles |
| 2. | K071786 | July 2007      | Software changes                 |
| 3. | K072394 | September 2007 | Express "stand-off"              |
| 4. | K073111 | March 2008     | Acne scar indication             |
| 5. | K082197 | August 2008    | PSR4 protocol                    |

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John O. Desmond, Chapter 7 Trustee  
for the Bankruptcy Estate of Rhytec Incorporated, not individually