

02-11-2004 102667250

To the Honorable Commissioner of Patents

Remarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Titertek Instruments, Inc.

2-6-04

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

Alabama Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: January 27, 2004

2. Name and address of receiving party(ies)

Name: MP Biomedicals, LLC

Internal

Address: 330 Wynn Drive

Street Address:

City: Huntsville State: AL Zip: 35805

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State

Other Limited Liability Company (Delaware)

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) Additional name(s) & address(es) attached? Yes No

OFFICE OF THE COMMISSIONER OF PATENTS AND TRADEMARKS FINANCE SECTION 2004 FEB -6 PM 10:29

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,259,003

Additional number(s) attached Yes No

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

Name: Susan Barricella

Internal Address: Rutan & Tucker, LLP

P.O. Box 1950

Costa Mesa CA 92628-1950

Street Address: 611 Anton Blvd., 14th Floor

City: Costa Mesa State: CA Zip: 92626

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:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Susan Barricella

Name of Person Signing

Signature

2/5/2004 Date

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

02/10/2004 BYRNE 00000070 1259003 01 FC:4321 40.00

Mail documents to be recorded with required cover sheet information to: Mail Stop Assignment Recordation Services Director of the U.S. Patent and Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450

**TRADEMARK ASSIGNMENT**

WHEREAS, TITERTEK INSTRUMENTS, INC., an Alabama corporation (“Assignor”), organized and existing under the laws of the State of Alabama, having a place of business at 330 Wynn Drive, Huntsville, Alabama 35805, is the owner of the MICROMEDIC trademarks, and the owner of record of the registrations therefor, listed in the attached **Schedule A**, (collectively the “Trademarks”), and is willing to assign the Trademarks and associated goodwill to Assignee; and

WHEREAS, MP BIOMEDICALS, LLC, a limited liability company, organized and existing under the laws of the State of Delaware, having a place of business at 15 Morgan, Irvine, CA 92618 (“Assignee”) is desirous of acquiring from said Assignor the entire right, title and interest in and to the Trademarks, together with the goodwill of the business pertaining thereto.

NOW, THEREFORE, in consideration of the payment of \$5,000.00 by Assignee to Assignor, the receipt of which Assignor hereby acknowledges, the Parties agree as follows:

1. Assignment. Assignor hereby sells, assigns and transfers unto Assignee, its entire right, title, and interest in and to the aforesaid Trademarks, together with the goodwill of the business pertaining thereto and the registration thereof.
2. Recordation of Assignment. Assignor agrees, at the request of Assignee, and at Assignee’s expense, to: (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment; and (ii) fully cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of assignment with the United States Patent and Trademark Office and other appropriate trademark offices in countries where the trademarks are

registered so that Assignee's ownership of the Trademarks and respective registrations is duly made of record in each relevant country.

3. Representations.

(a) Assignor is a validly existing corporation organized and in good standing in the State of Alabama;

(b) Assignor is the true owner of the Trademarks;

(c) No litigation or any other claims have been made against or involving the Trademarks by any third party; and

(d) The execution of this Agreement and completion of the assignment will not result in or constitute a default under any agreement or instrument to which Assignor is a party.

4. Entire Agreement. This Agreement contains the entire agreement of the Parties relating to the subject matter of this Agreement. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification signed by the party to be charged.

5. Severability. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever, the validity of the remainder of this Agreement, unless such invalidity would defeat the very purpose of this Agreement.

IN WITNESS WHEREOF, Assignor has executed this assignment on this 27<sup>th</sup> day of

January, 2004.

TITERTEK INSTRUMENTS, INC.

By: 


Name: JAMES R. HAINES

Title: President

STATE OF Alabama )  
 )  
COUNTY OF Madison )

On this 21<sup>st</sup> day of January, in the year 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared James R. Haines, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as President and acknowledged to me that the corporation executed it pursuant to its by-laws or a resolution of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

  
\_\_\_\_\_  
Notary Public in and for Said County and State

**SCHEDULE A**

<b><u>MARK.</u></b>	<b><u>COUNTRY</u></b>	<b><u>REG. NO.</u></b>	<b><u>REG. DATE</u></b>	<b><u>STATUS</u></b>
MICROMEDIC	Argentina	1,211,013	10/01/86	Registered
MICROMEDIC	Australia	B375,619	05/19/69	Registered
MICROMEDIC	Australia	B377,316	07/10/86	Registered
MICROMEDIC	Benelux	345,532	06/16/77	Registered
MICROMEDIC	Benelux	355,019	06/23/79	Registered
MICROMEDIC	France	1,403,480	06/22/78	Registered
MICROMEDIC	Germany	983,746	03/23/79	Registered
MICROMEDIC	Germany	1,042,745	01/03/83	Registered
MICROMEDIC	Mexico	332,861	08/19/86	Registered
MICROMEDIC	Switzerland	289,439	09/24/77	Registered
MICROMEDIC	USA	1,259,003	11/29/82	Registered