

**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
Instrumedics, Inc.		12/30/2005	CORPORATION: NEW JERSEY

**RECEIVING PARTY DATA**

Name:	McCormick Scientific, L.L.C.
Street Address:	12100 Prichard Farm Road
City:	Maryland Heights
State/Country:	MISSOURI
Postal Code:	63043
Entity Type:	LIMITED LIABILITY COMPANY: MISSOURI

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2731168	INSTRUMEDICS
Registration Number:	2697112	INSTRUMEDICS PROTECTIVE OIL
Registration Number:	2617165	CRYO-GEL
Registration Number:	2600631	CRYOJANE
Registration Number:	2620206	CRYO-VAC-AWAY
Registration Number:	2531962	CUREMOUNT
Registration Number:	2607047	GENTLE JANE

**CORRESPONDENCE DATA**

Fax Number: (636)532-1082  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 636.532.0042  
 Email: Eleanor\_Maynard@dmjulaw.com  
 Correspondent Name: Eleanor A. Maynard  
 Address Line 1: 17107 Chesterfield Airport Road

OP \$190.00 2731168

Address Line 2: Suite 300  
Address Line 4: Chesterfield, MISSOURI 63005

NAME OF SUBMITTER:	Eleanor A. Maynard
Signature:	/Eleanor A. Maynard/
Date:	02/24/2006

Total Attachments: 4  
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## ASSIGNMENT OF TRADEMARKS

This Assignment is made effective as of December 30, 2005, by Instrumedics, Inc., a New Jersey corporation ("ASSIGNOR"), to McCormick Scientific, L.L.C., a Missouri limited liability company with a principal business address of 12100 Prichard Farm Road, Maryland Heights, Missouri 63043 ("ASSIGNEE").

WHEREAS, ASSIGNOR has good, valid and exclusive title in and to each of the trademarks set forth on Exhibit A attached hereto and made a part hereof, including all common law rights therein; all rights in the U.S. registrations thereof, and all renewals thereof; all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits); the right to sue for past, present and future infringements; and all other rights corresponding therein throughout the world (collectively, the "Trademarks") and the goodwill of the business associated therewith; and


WHEREAS, ASSIGNOR, ASSIGNEE and the majority of the stockholders of ASSIGNOR are parties to that certain Asset Purchase Agreement dated as of even date herewith, pursuant to which ASSIGNOR has agreed to assign all of its right, title and interest in and to the Trademarks to ASSIGNEE, and ASSIGNEE has agreed to accept such assignment;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR, does hereby assign, sell, and transfer to ASSIGNEE, its successors and assigns, all right, title and interest in and to the Trademarks together with the goodwill of the business associated therewith.

ASSIGNOR covenants that ASSIGNOR will do, execute and deliver, or will cause to be done, executed and delivered, at ASSIGNEE's expense, all such further reasonable acts or documentation for the better of assuring, conveying and confirming unto ASSIGNEE, the entire right, title and interest in the Trademarks as ASSIGNEE may reasonably require.

IN WITNESS WHEREOF, ASSIGNOR has executed this Assignment as of the date first above written.

INSTRUMEDICS, INC.

By: 

Bernice Schiffer

President

**SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS**

STATE OF New Jersey )  
 ) ss.:  
COUNTY OF Bergen )

On the 30 day of December, 2005 before me, the undersigned, personally appeared Bernice Schiller, the duly elected President of Instrumedics, Inc., a New Jersey corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the individual who executed the foregoing instrument and acknowledged to me that she executed the same in her capacity as President of said corporation in the state and county set forth above.

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

JULIE CHOUDHURY  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Feb. 3, 2010

Julie Choudhury  
Notary Public

My Commission Expires:

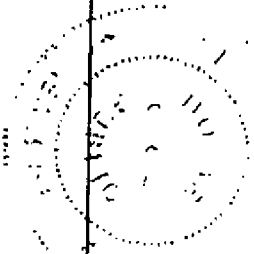


EXHIBIT A

TRADEMARK SCHEDULE

<u>MARK</u>	<u>REGISTRATION NO.</u>
INSTRUMEDICS	Reg. No. 2,731,168
INSTRUMEDICS PROTECTIVE OIL	Reg. No. 2,697,112
CYRO-GEL	Reg. No. 2,617,165
CRYOJANE	Reg. No. 2,600,631
CRYO-VAC-AWAY	Reg. No. 2,620,206
CUREMOUNT	Reg. No. 2,531,962
GENTLE JANE	Reg. No. 2,607,047