

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
eTRINSIC, INC.		12/07/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Simbionix USA Corporation		
<b>Street Address:</b>	11000 Cedar Avenue		
<b>Internal Address:</b>	Suite 210		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44106		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2588166	ETRINSIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(216)623-4912		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	216-736-3339		
<b>Email:</b>	bklink@kahnkleinman.com		
<b>Correspondent Name:</b>	Bradley J. Klink		
<b>Address Line 1:</b>	1301 E. 9th Street		
<b>Address Line 2:</b>	Suite 2600		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>NAME OF SUBMITTER:</b>	Bradley J. Klink, Esq.		
<b>Signature:</b>	/BJK/		
<b>Date:</b>	07/01/2008		

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**Total Attachments: 5**

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## ASSET PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement") is effective as of the 7<sup>th</sup> day of December, 2005, by and among **SIMBIONIX USA CORPORATION**, a Delaware corporation ("Purchaser"), **eTRINSIC, INC.**, a Delaware corporation ("Seller").

### RECITALS:

A. On November 17, 2005, Purchaser and Seller executed a letter of intent (the "Letter of Intent") whereby Purchaser and Seller outlined the basic terms upon which Purchaser is willing to purchase the assets and business of Seller.

B. Purchaser and Seller have entered into a Note and Security Agreement (the "Pre-Closing Note") evidencing and securing a [REDACTED] loan (the "Loan") from Purchaser to Seller to fund some or all of Seller's payroll shortfall until the consummation of the transaction contemplated hereby.

C. On the Closing Date (as such term is defined in Article 7 of this Agreement), the Pre-Closing Note will be returned to Seller for cancellation and the amounts owed under the terms of the Pre-Closing Note will be included as part of the Purchase Price as set forth below.

D. Effective as of the Closing Date, Purchaser desires to purchase and Seller desires to sell to Purchaser, all the assets associated with Seller's business, except as otherwise provided in this Agreement, in exchange for the consideration described herein and the assumption of certain liabilities of Seller, including Seller's obligations under certain contracts, as expressly provided in this Agreement.

NOW, THEREFORE, Purchaser and Seller, agree as follows:

### **ARTICLE 1 TRANSFER OF ASSETS AND ASSUMPTION OF LIABILITIES**

1.1 Transfer of Assets to Purchaser. On the terms and subject to the conditions set forth in this Agreement, on the Closing Date Seller will convey, transfer, assign and deliver to Purchaser, free and clear of all liens, charges, covenants, conditions, easements, limitations, servitudes, encroachments, security interests, adverse claims and demands whatsoever (collectively, "Encumbrances"), all of the business assets and goodwill owned by Seller or used by Seller on the Closing Date in the business of web-based "elearning" content and proficiency measurement technology for the medical and high technology sector (the "Business"), of every kind and description, wherever located, known or unknown, tangible or intangible, including, without limitation:

**TRADEMARK**

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or other operating agreements, licenses, permits or grants of authority of Seller. Seller has not received notice that Seller is the subject of any governmental investigation and Seller is not subject to, nor is it or has it been in default with respect to, any order, writ, injunction or decree of any court, or of any federal, state, local or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.

### 3.15 Intellectual Property Rights.

3.15.1 Seller has never been charged with infringement or violation of any Intellectual Property Rights. Seller is not using or has not in any way made use of any patentable or unpatentable invention, or any confidential information or trade secret, of any former employer of any present or past employee of Seller. Full and accurate details of all applications or registrations relating to the Intellectual Property Rights owned by Seller are set forth on Schedule 1.1.4, and are valid and subsisting and, to the extent indicated, have been duly registered in, filed in or issued by the United States Patent and Trademark Office or other corresponding applicable governmental agency or office. Complete copies of the terms of all licenses of Intellectual Property Rights not owned by Seller and used in the Business or owned by Seller and licensed to third parties, are listed on Schedule 1.1.4. Seller is the sole and exclusive owner of all Intellectual Property rights that it purports to own and that are necessary to conduct the Business as presently conducted (except for the rights of licensees whose names and address are listed on Schedule 1.1.4, and Seller is able to transfer such Intellectual Property Rights with full title guaranty, free and clear of all Encumbrances, except for the SVB Lien. Seller does not use any of the Intellectual Property Rights owned by it, or used in the Business, by consent of any other party and the same are free and clear of any Encumbrances or agreements (including licenses, sub-licenses and options) except for the SVB Lien, and Seller is not obliged to grant any attachments, liens, encumbrances or agreements in respect of such Intellectual Property Rights.

3.15.2 All information (whether or not confidential) including, without limitation, all information relating to the marketing of any new products or services, and all know-how and technical information, including without limitation, that relating to design, manufacture, storage, distribution, sale and supply of goods and services, and all financial information, relating to Seller or the Business ("Business Information") owned by Seller or otherwise used in the Business is in the possession of Seller, and Seller is not a party to any confidentiality or other agreements with respect thereto or subject to any duty that restricts the free use or disclosure of any such Business Information. Neither Seller nor any party with which it has contracted are in breach of: (i) any license, sub-license, option, charge or assignment granted to or by them in respect of any Intellectual Property Rights owned by Seller or otherwise used in the Business; or (ii) any agreement pursuant to which any Business Information was or is to be made available to Seller or such party, and the transactions contemplated by this Agreement will not result in any such breach or otherwise result in any such agreement being subject to termination.

3.15.3 To Seller's knowledge, the processes and methods employed, the services provided, the business conducted and the products manufactured, used or dealt in by Seller do not infringe and during that period have not infringed upon the rights any other person or entity has in any Intellectual Property Rights or Business Information. To the knowledge of Seller, there is no unauthorized use or infringement by any person of any of the Intellectual Property

Rights or confidential Business Information owned by Seller or used in the Business, nor has any such unauthorized use or infringement occurred during the five (5) year period prior to this Agreement.

3.15.4 Seller has valid and sufficient rights to use its corporate and any trade names. Seller does not use such names by consent of any other person or entity, and Seller uses such names free and clear of any Encumbrances or agreements, other than the SVB Lien. There are no claims or demands of any other person or entity pertaining to the use of such names and no proceedings have been instituted or, to the knowledge of Seller, are threatened or suspected which may challenge the rights of Seller in respect of such names; and the use of such names by Seller does not and will not infringe on or, to the knowledge of Seller, is not being infringed on, by others, and is not subject to any outstanding order, decree, judgment, stipulation or agreement restricting the scope of their use.

3.15.5 The Intellectual Property Rights owned by, or used in, the Business comprise all the intellectual property necessary to conduct the Business as such Business is and has been conducted prior to the date of this Agreement.

3.16 Compliance with Laws. Seller has complied with all laws, regulations, rules and orders of any governmental department or agency or any other commission, board, agency or instrumentality, federal, state or local, or other requirements of law affecting the Business and Seller's operations and is not in default under or in violation of any provision of any federal, state or local law, regulation, rule or order. Seller has not received notice of any such actual or potential non-compliance, defaults or violations.

3.17 Licenses and Rights. Seller possesses all franchises, licenses, easements, permits and other authorizations from governmental or regulatory authorities and from all other persons or entities that are necessary to permit it to engage in the Business as presently conducted in and at all locations and places where it is presently operating. Such franchises, licenses, permits and other authorizations are listed on Schedule 3.17.

3.18 Inventory. The inventory of Seller consists only of items of a quality and quantity usable and saleable in the ordinary course of business, consistent with past practice, and does not include any item of inventory previously written off by Seller. Items of below-standard quality and items not previously readily saleable in the ordinary course of business have been written down in value in accordance with GAAP to estimated net realizable market values. The value at which the inventory is carried on Seller's books reflects the lower of cost (on a FIFO basis) or estimated net realizable market value, and is based on quantities determined by physical count.

3.19 Schedule of Government Reports. Schedule 3.19 is a true and correct list, and Seller has furnished to Purchaser or its counsel complete copies of all reports, if any, filed since December 31, 2003, by Seller with the Department of Labor, Equal Employment Opportunity Commission, Federal Trade Commission, Department of Justice, Occupational Safety and Health Administration, Internal Revenue Service (other than tax returns and standard forms relating to compensation or remuneration of employees), Environmental Protection Agency, Securities and Exchange Commission or Pension Benefit Guarantee Corporation, or any similar state agency.

**SIMBIONIX USA CORPORATION**

By: Aurel D. Dzur 12/9/05  
Printed Name: AUREL D. DZUR  
Title: CFO

**eTRINSIC, INC.**

By: Jacques Devaud  
Printed Name: Jacques Devaud  
Title: President/CEO

Schedule 3.15.1: Intellectual Property Rights

Registered Intellectual Property		US Reg. Number	Word Mark	Description	Live/Dead
1	78542111		TRUE ASSESSMENT SYSTEM	TARR	LIVE
2	76277394	2588166	ETRINSIC	TARR	LIVE
3	75790308	2542149	ETRINSIC, INC.	TARR	LIVE