

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
Invivo Corporation		03/24/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Sensor Control Corporation		
Street Address:	42025 Osgood Road		
City:	Fremont		
State/Country:	CALIFORNIA		
Postal Code:	94539		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2559458	QUICKTEMP	
CORRESPONDENCE DATA			
Fax Number:	(415)217-5910		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(415) 434-1600		
Email:	trademark@howardrice.com, trademarks@howardrice.com		
Correspondent Name:	Carole F. Barrett		
Address Line 1:	Howard Rice Nemerovski, et al.		
Address Line 2:	Three Embarcadero Center, Seventh Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	03983.03		
NAME OF SUBMITTER:	Carole F. Barrett		
Signature:	/CFB_jmb/		
Date:	10/08/2008		

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Total Attachments: 13

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STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "Agreement") is entered into as of March __, 2004, by and among INVIVO CORPORATION, a Delaware corporation ("Seller"), LINEAR LABORATORIES CORPORATION, a California corporation and a wholly-owned subsidiary of Seller ("Linear"), and SENSOR CONTROL CORPORATION, a California corporation ("Buyer").

RECITALS

WHEREAS, as a result of the transactions contemplated by an Agreement and Plan of Merger, dated as of December 17, 2003 ("Merger Agreement"), by and among Intermagnetics General Corporation, a Delaware corporation ("Parent"), Invivo Subsidiary Corporation, a Delaware corporation and a wholly-owned subsidiary of Parent, and Seller, Seller became a wholly-owned subsidiary of Parent;

WHEREAS, immediately prior to the consummation of the transactions contemplated by this Agreement, Seller will contribute all of the assets of its Gentran Division ("Gentran") to Linear, and Linear will assume all of the liabilities of Gentran;

WHEREAS, prior to the acquisition of Seller by Parent under the Merger Agreement, each principal shareholder of Buyer, namely James B. Hawkins ("Hawkins"), F. Larry Young ("Young"), and George Kavathas ("Kavathas" and together with Hawkins and Young, the "Principal Shareholders"), served as an officer of Seller;

WHEREAS, Buyer desires to purchase, and Seller desires to sell, all of the issued and outstanding shares of capital stock of Linear upon the terms and subject to the conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual representations, covenants and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

TERMS

1. Purchase and Sale of the Shares.

1.1 Linear Shares. Subject to the terms and conditions hereof, at the Closing (as such term is hereinafter defined), Seller shall sell, convey, transfer and assign to Buyer, and Buyer shall purchase from Seller, 100 shares of common stock, no par value, of Linear (collectively, the "Linear Shares").

1.2. Purchase Price.

REDACTED

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2. Closing; Delivery.

2.1 Closing. The closing of the purchase and sale of the Linear Shares hereunder (the "Closing") shall take place at the offices of Parent at 450 Old Niskayuna Road, Latham, New York 12110-0461 at 2:00 p.m., local time, on the date hereof, or at such other time and place as Seller and Buyer may agree in writing (the "Closing Date").

2.2 Delivery. At the Closing, Seller shall deliver to Buyer a stock certificate representing the number of Linear Shares being purchased hereunder by Buyer, either endorsed in blank or accompanied by a signed blank stock power, against delivery to Seller by Buyer at the Closing of the Purchase Price.

3. No Implied Representations.

3.1 Limitation of Representations. Prior to the acquisition of Seller by Parent under the Merger Agreement, Hawkins served as President and Chief Executive Officer of Seller, and Young and Kavathas served as Vice President and Controller, respectively, of Seller, and in such capacities they had participated in the day-to-day management and oversight of the business of Gentran and Linear. Accordingly, the parties hereto expressly intend that Seller shall not make any representations or warranties concerning Linear, except as expressly set forth in this Agreement.

3.2 Disclaimer of Warranty. Except as expressly set forth in this Agreement, Seller hereby expressly disclaims any other representation and warranty of any kind or nature, express or implied, as to the condition, value or quality of the assets, or as to the type, nature or amount of the liabilities, of Linear, and specifically disclaims any representation or warranty of merchantability, usage or fitness for any particular purpose with respect to any of the assets of Linear. Except as expressly set forth in this Agreement, upon consummation of the transactions contemplated by this Agreement, the Linear Shares and beneficial ownership in the underlying assets of Linear shall pass to Buyer "as is" and "where is". For avoidance of doubt, as used in this Section 3, any reference to the term "Linear" shall include the business, assets and liabilities of Gentran.

4. Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer as follows:

4.1 Organization; Capital Structure. Seller is a corporation duly and validly organized and existing in good standing under the laws of the State of Delaware. The authorized capital stock of Linear consists of 100 shares of common stock, no par value ("Linear Common Stock"). To the knowledge of Seller, 100 shares of Linear Common Stock are issued and outstanding, all of which are held of record by Seller.

4.2 Authorization; Execution; Enforceability. The execution, delivery and performance of this Agreement and the Escrow Agreement (as defined below) by Seller are within the corporate power of Seller, and have been duly authorized by all necessary corporate action on the part of Seller. This Agreement and the Escrow Agreement have been duly

executed and delivered by Seller. This Agreement and the Escrow Agreement are the valid and binding obligations of Seller, enforceable in accordance with their respective terms, except as such enforceability may be limited by principles of public policy and subject to the laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies.

4.3 No Conflicts. The execution, delivery and performance by Seller of this Agreement and the Escrow Agreement, and the consummation of the transactions contemplated hereby and thereby, do not and will not violate, conflict with or result in a breach of any term, condition or provision of, or require the consent of any third party under, (i) any laws to which Seller or any of its assets are subject, (ii) any permit, judgment, order, writ, injunction, decree or award of any governmental entity to which Seller or any of its assets are subject, or (iii) the certificate or articles of incorporation or bylaws of Seller.

4.4 Governmental Consents. No consent, approval, order or authorization of, or registration, declaration or filing with, any governmental entity is required to be obtained by Seller in connection with or as a result of the execution and delivery of this Agreement or the Escrow Agreement, or the performance of Seller's obligations hereunder or thereunder.

5. **Representations and Warranties of Buyer.** Buyer represents and warrants to Seller as follows:

5.1 Organization; Capital Structure. Buyer is a corporation duly and validly organized and existing in good standing under the laws of the jurisdiction of its incorporation with full corporate power and authority to own, lease and operate the properties it proposes to own and to carry on its business as current proposed to be conducted.

5.2 Authorization; Execution; Enforceability. The execution, delivery and performance of this Agreement and the Escrow Agreement by Buyer are within the corporate power of Buyer, and have been duly authorized by all necessary corporate action on the part of Buyer. This Agreement and the Escrow Agreement have been duly executed and delivered by Buyer. This Agreement and the Escrow Agreement are the valid and binding obligations of Buyer, enforceable in accordance with their respective terms, except as such enforceability may be limited by principles of public policy and subject to the laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies.

5.3 No Conflicts. The execution, delivery and performance by Buyer of this Agreement and the Escrow Agreement, and the consummation of the transactions contemplated hereby and thereby, do not and will not violate, conflict with or result in a breach of any term, condition or provision of, or require the consent of any third party under, or result in the creation of or right to create any lien, encumbrance or charge upon any of the assets of Buyer under, (i) any laws to which such Buyer or any of its assets are subject, (ii) any permit, judgment, order, writ, injunction, decree or award of any governmental entity to which Buyer or any of its assets are subject, (iii) any license, indenture, promissory note, bond, credit or loan agreement, lease,

agreement, commitment or other instrument or document to which Buyer is a party or by which any of its assets are bound, or (iv) the certificate or articles of incorporation or bylaws of Buyer.

5.4 Governmental Consents. No consent, approval, order or authorization of, or registration, declaration or filing with, any governmental entity is required to be obtained by Buyer in connection with or as a result of the execution and delivery of this Agreement or the Escrow Agreement, or the performance of Buyer's obligations hereunder or thereunder.

5.5 Securities Laws.

(a) Buyer understands that the Linear Shares have not been registered under the Securities Act by reason of their transfer in a transaction exempt from the registration and prospectus delivery requirements of the Securities Act of 1933, as amended (the "Securities Act"). The Linear Shares are being acquired for Buyer's own account, not as a nominee or agent, for investment and not with a view to the resale or distribution thereof within the meaning of the Securities Act, or any applicable state securities laws. Buyer has no present intention of selling, granting any participation in, or otherwise distributing the Linear Shares. Buyer does not have any contract, undertaking, agreement or arrangement with any party to sell, transfer or grant participations to such party with respect to any of the Linear Shares.

(b) The Principal Shareholders, who are directors and officers of Buyer, have such knowledge and experience in financial and business matters that they are capable of evaluating on behalf of Buyer the merits and risks of the purchase of the Linear Shares pursuant to the terms of this Agreement and of protecting Buyer's interests in connection therewith. Buyer has the ability to bear the economic risks of its prospective investment, including a complete loss of its investment in the Linear Shares.

5.6 Lease.

REDACTED

6. **Continuation of Employee Welfare Plans.** Linear agrees to establish group health plans for medical, dental and employee assistance program benefits for Linear employees as soon as administratively feasible following the Closing Date, but no later than April 30, 2004. From the Closing Date until the date such group health plans are established by Linear, Seller or Parent shall provide to M&A qualified beneficiaries (as defined in Treasury Regulations §54.4980-9, Q&A-4) of Linear group health continuation coverage for medical, dental and employee assistance program benefits pursuant to section 4980B of the Internal Revenue Code of 1986, as amended, and Part 6 of Title I of the Employee Retirement Income Security Act of 1974, as amended ("COBRA coverage"). Upon receipt of an invoice, Linear shall promptly reimburse Seller or Parent, as applicable, for 102% of the actual cost of providing such

continuation coverage. Linear shall assume responsibility for providing COBRA coverage to such M&A qualified beneficiaries effective as of the date Linear establishes group health plans for medical, dental and employee assistance program benefits for its active employees. Buyer agrees to cause Linear to comply with the covenants in this Section 6.

7. Lease.

REDACTED

REDACTED

8. **Insurance Coverage.** At the Closing, Buyer shall deliver to Seller written evidence reasonably establishing that Buyer has purchased, on behalf of Linear, all insurance coverage (including without limitation, medical, workers' compensation, property, general liability, product liability, crime and commercial automobile insurance) previously provided by Seller or Parent to Linear. Such replacement coverage shall be comparable in all material respects to the insurance coverage maintained by Seller or Parent, as the case may be, for the business of Linear. Buyer shall cause Linear to maintain such coverage in all material respects for a period of two (2) years after the Closing Date.

9. **Indemnification.**

9.1 **Seller Indemnity.** Buyer and Linear hereby, jointly and severally, agree to indemnify and hold Seller and its officers, directors, shareholders, employees, affiliates, attorneys, accountants and agents (collectively, the "Seller Parties") harmless from, against and in respect of:

(a) any and all Loss suffered or incurred by any of the Seller Parties by reason of any untrue representation, breach of warranty or non-fulfillment of any covenant of Buyer or Linear contained herein;

(b) any and all liabilities or obligations of, or related to, Linear existing on the Closing Date (including without limitation, any and all liabilities and obligations reflected on the pro forma balance sheet of Linear and Gentran attached hereto as Exhibit C), and any and all liabilities or obligations of, or related to, Linear arising from and after the Closing Date, including without limitation, any product liability or environmental liability (including any clean-up costs); and

(c) any and all actions, suits, proceedings, claims, demands, assessments, judgments, costs and expenses, including legal fees and expenses, incident to any of the foregoing or incurred in investigating or attempting to avoid the same or to oppose the imposition thereof, or in enforcing this indemnity.

9.2 **Procedure.**

(a) **Notice.** A party seeking indemnification under this Section (an "Indemnitee") shall give written notice to the other party (an "Indemnitor") of facts that are the basis of the indemnification claim (a "Claim") within a reasonable time after the Indemnitee receives notification of the Claim. The amount of the Claim as set forth in the notice shall be based upon the Indemnitee's good faith determination of the maximum Loss to Indemnitee presented under the circumstances of the Claim; provided, however, the amount set forth in the notice of Claim shall not limit Indemnitee's rights to indemnification under this Section if the ultimate Loss to Indemnitee shall exceed the amount set forth in the notice of Claim.

(b) Action on Claims. The Indemnitor shall give written notice to Indemnitee within thirty (30) days after receipt of the notice required in the preceding paragraph advising whether it acknowledges its obligation to indemnify Indemnitee with respect to the Claim or it disputes its obligation to indemnify Indemnitee with respect to the Claim or the amount of such Claim. If the Indemnitor acknowledges its indemnification obligation with respect to the Claim, and such Claim is based upon an asserted liability or obligation to a Person that is not a party to this Agreement (a "Third Party Claim"), Indemnitor shall have the right to defend or settle such Third Party Claim only if the Indemnitor deposits with the Indemnitee the amount of the Third Party Claim. Notwithstanding the foregoing, Indemnitor may not settle any Third Party Claim unless it contains a full unconditional release of the Indemnitee and unless the Indemnitee consents in writing. If the Indemnitor is not entitled to defend or settle a claim pursuant to the proviso set forth in this subparagraph (b) or because Indemnitor does not acknowledge its indemnification obligation with respect to the Claim, Indemnitor shall be deemed to have waived its right to defend or settle such Claim (if a Third Party Claim), and Indemnitee shall have the right to defend or settle such Claim (if a Third Party Claim) or take action to resolve or remedy any Claim that is not a Third Party Claim and shall continue in either case to be entitled to indemnification pursuant to this Section. If Indemnitor does not believe that such proposed settlement is being made in good faith under the circumstances, its sole remedy shall be to assume the defense of such Claim. In order to assume the defense of any such Claim, Indemnitor must (i) acknowledge its indemnification obligation with respect to the Claim and (ii) deposit with Indemnitee the amount of the Claim. This Section 9.3(b) shall not be construed to reduce or lessen the obligation of Indemnitor under this Section if prior to the expiration of the thirty (30) day notice period described above in this subparagraph (b) the Indemnitee shall take action with respect to a Claim if such action is reasonably required to minimize damages or avoid a forfeiture or penalty imposed by law.

(c) Satisfaction of Claims. If Indemnitor has acknowledged its obligation to indemnify Indemnitee with respect to a Claim and does not dispute the amount of such Claim, Indemnitee shall be entitled to immediate satisfaction of any related Claims, including any losses, damages, cost, expenses (including, without limitation, reasonable attorneys' and accountants' fees and costs of investigation) and liabilities (individually, a "Loss" and collectively, "Losses").

10. Miscellaneous.

10.1 Waivers and Amendments. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by a statement in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

10.2 Governing Law. This Agreement shall be governed in all respects by the laws of the State of New York without reference to its conflicts of laws provisions.

10.3 Survival. The representations, warranties, covenants and agreements made herein shall survive the execution of this Agreement and the Closing of the transactions contemplated hereby.

10.4 Successors and Assigns. The provisions hereof shall inure to the benefit of, and be binding upon, the successors, permitted assigns, heirs, executors and administrators of the parties hereto. The rights and obligations of each party to this Agreement may not be assigned without the written consent of the other party.

10.5 Entire Agreement. This Agreement and the Escrow Agreement constitute the full and entire understanding and agreement between the parties with regard to the subject matter hereof and thereof.

10.6 Notices, etc. All notices and other communications required or permitted hereunder shall be in writing and shall be sent via overnight courier service or mailed by certified or registered mail, postage prepaid, return receipt requested, addressed or sent (a) if to Buyer, at Sensor Control Corporation, c/o Linear Laboratories Corporation, 42025 Osgood Road, Fremont, CA 94539, Attention: James B. Hawkins, or at such other address or number as such Buyer shall have furnished to Seller in writing, or (b) if to Seller, c/o Intermagnetics General Corporation, 450 Old Niskayuna Road, Latham, NY 12110, Attention: General Counsel, or at such other address as Seller shall have furnished to Buyer in writing.

10.7 Severability. In case any provision of this Agreement shall be declared invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

10.8 Expenses. Each of the parties hereto shall bear its respective legal and other fees and expenses in connection with the transactions contemplated in this Agreement.

10.9 Titles and Subtitles. The titles of the paragraphs and subparagraphs of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

10.10 Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same document. This Agreement may be executed by facsimile signatures.

10.11 Finder's Fee. Seller and Buyer (i) represent and warrant to the other party hereto that it has not retained a finder or broker in connection with the transactions contemplated by this Agreement, and (ii) will indemnify and save the other party harmless from and against any and all claims, liabilities or obligations with respect to brokerage or finders' fees or commissions or consulting fees in connection with the transactions contemplated by this Agreement asserted by any person on the basis of any statement, agreement or representation alleged to have been made by such indemnifying party.

10.12 Pronouns. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa.

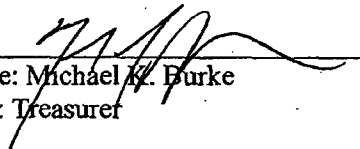
10.13 Attorneys' Fees. In the event that any dispute between the parties hereto relating to interpretation or enforcement of this Agreement results in litigation, the prevailing party shall be entitled to recover and shall be reimbursed by the party not prevailing for all reasonable costs and expenses, including without limitation, all reasonable attorneys' fees and experts' fees and costs incurred by the prevailing party in connection with such litigation and any appeal thereof. For the purposes of the foregoing sentence, a party shall not be considered the prevailing party until and unless a court of competent jurisdiction renders a final, non-appealable judgment (or the applicable time period for appeal lapses) in favor of such party in an amount exceeding \$200,000. No party shall be entitled to recover any costs and expenses for which such party has previously been reimbursed under the indemnification provisions of Section 9.

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IN WITNESS WHEREOF, the parties have executed this Stock Purchase Agreement as of the day and year first above written.

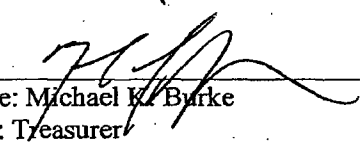
SELLER:

INVIVO CORPORATION

By: 
Name: Michael K. Burke
Title: Treasurer

LINEAR:

LINEAR LABORATORIES
CORPORATION

By: 
Name: Michael K. Burke
Title: Treasurer

BUYER:

SENSOR CONTROL CORPORATION

By: _____
Name:
Title:

EXHIBIT A

LEASE

[ATTACHED]

FIRST AMENDMENT TO LEASE

REDACTED.