

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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>
M.D. INTERNATIONAL, INC.		04/16/2009	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELCH ALLYN, INC.		
<b>Street Address:</b>	4341 State Street Road		
<b>City:</b>	Skaneateles Falls		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	13153		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2818792	MD	
<b>Serial Number:</b>	77684103	MD MD INTERNATIONAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(954)847-5345		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	9544632700		
<b>Email:</b>	Pablo.Meles@akerman.com		
<b>Correspondent Name:</b>	PABLO MELES		
<b>Address Line 1:</b>	350 E. LAS OLAS BOULEVARD		
<b>Address Line 2:</b>	LAS OLAS CENTRE II, SUITE 1600		
<b>Address Line 4:</b>	FORT LAUDERDALE, FLORIDA 33301-2229		
<b>ATTORNEY DOCKET NUMBER:</b>	10163-0_MD		
<b>NAME OF SUBMITTER:</b>	PABLO MELES		
<b>Signature:</b>	/PABLO MELES/		

CH \$65.00 2818792

Date:

04/28/2009

**Total Attachments: 5**

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**AMENDED AND RESTATED ASSIGNMENT OF TRADEMARKS**

This Amended and Restated Assignment of Trademarks (the "Assignment") is made as of the \_\_\_ day of April, 2009 and effective as of March 9, 2009 (the "Effective Date") by and between M.D. INTERNATIONAL, INC., a Florida corporation and now known as Social Entrepreneurial Enterprises Inc. ("Assignor"), and WELCH ALLYN, INC., a New York corporation ("Assignee").

**RECITALS**

WHEREAS, Assignor and Assignee are parties to that certain Purchase Agreement dated as of March 9, 2009 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase substantially all of the assets of Assignor. Capitalized terms used herein and not defined herein shall have the meaning ascribed to such term as contained in the Purchase Agreement; and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Assignor assigned all of its right, title and interest in and to the Federal Trademark, Registration No. 2,818,792 for MD (and Design), Registered May 2, 2004, and the goodwill therewith (the "Registered Mark"); and

WHEREAS, subsequent to the Effective Date, the parties realized that the Assignor has also applied for another Federal Trademark, Serial No. 77,684,103 (the "Pending Application"); and

WHEREAS, the Assignor intended to assign to Assignee all of its right, title and interest in and to the Registered Mark and the Pending Mark and the goodwill thereto as further set forth on Schedule 1 to this instrument (the "Trademarks"), and Assignee agrees to accept such assignment and assume all of the obligations of the Assignor in connection with such Trademarks arising as of 12:01 a.m. of the day immediately following the Effective Date.

**NOW, THEREFORE**, in consideration of the transactions contemplated by the Purchase Agreement and the premises and the respective undertakings and agreements hereinafter set forth, the parties agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all of the Assignor's right, title and interest in and to the Trademarks and the goodwill thereto, as of 12:01 a.m. of the day immediately following the Effective Date.

2. Assignee hereby: (a) accepts the assignment of Assignor's right, title and interest in and to the Trademarks and the goodwill thereto, (b) agrees to assume and perform all of the obligations of Assignor in connection with such Trademarks arising as of 12:01 a.m. of the day immediately following the Effective Date, and (c) agrees to comply with and abide by all of the terms, conditions, provisions and covenants to be performed by the Assignor in connection with such Trademarks, as of 12:01 a.m. of the day immediately following the Effective Date.

3. Each party hereto shall indemnify the other party in accordance with the terms of the Purchase Agreement.

4. The parties agree to provide one another with reasonable cooperation to confirm the transfer and assignment of the Trademarks, and the goodwill thereto. This Assignment may be executed in counterparts and by facsimile and other electronic means, including PDF, each of which is an original and all of which taken together shall constitute one and the same instrument.

5. This instrument supersedes and replaces as of the Effective Date that certain Assignment of Trademarks between the Assignor and Assignee dated as of the Effective Date.

**[Signatures Appear on Following Page]**

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Trademarks to be executed in their names by their duly authorized officers as of the date first above written.

**ASSIGNOR:**  
**SOCIAL ENTREPRENEURIAL**  
**ENTERPRISES INC., f/k/a M.D.**  
**INTERNATIONAL, INC.**

By: James A. Merritt  
Name: James A. Merritt  
Title: Chief Executive Officer and President

**ASSIGNEE:**  
**WELCH ALLYN, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA )  
 ) ss:  
COUNTY OF MIAMI-DADE )

The foregoing instrument was sworn to and subscribed before me this 14 day of April, 2009 by James A. Merritt, the Chief Executive Officer and President of Social Entrepreneurial Enterprises Inc., formerly known as M.D. International, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of Notary Public)



MITCHELL MEDERS  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # DD487428  
EXPIRES 11/2/2009  
BONDED THRU 1-888-NOTARY1

*[Handwritten Signature]*

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of April, 2009 by \_\_\_\_\_ of WELCH ALLYN, INC., a New York Corporation on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY PUBLIC, STATE OF NEW YORK

(Print, Type or Stamp Commissioned Name of Notary Public)


**[Signature Page to Amended and Restated Assignment of Trademarks]**

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Trademarks to be executed in their names by their duly authorized officers as of the date first above written.

**ASSIGNOR:**  
**SOCIAL ENTREPRENEURIAL**  
**ENTERPRISES INC., f/k/a M.D.**  
**INTERNATIONAL, INC.**

By: \_\_\_\_\_  
Name: James A. Merritt  
Title: Chief Executive Officer and President

**ASSIGNEE:**  
**WELCH ALLYN, INC.**

By:   
Name: Gregory D. Porter  
Title: Sr. VP / General Counsel

STATE OF FLORIDA )  
 ) ss:  
COUNTY OF MIAMI-DADE )


The foregoing instrument was sworn to and subscribed before me this \_\_\_ day of April, 2009 by James A. Merritt, the Chief Executive Officer and President of Social Entrepreneurial Enterprises Inc., formerly known as M.D. International, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
(Print, Type or Stamp Commissioned Name of Notary Public)

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF ONONDAGA )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of April, 2009 by Gregory D. Porter, Sr. VP of WELCH ALLYN, INC., a New York Corporation on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

SARAH D. CATES  
Notary Public, State of New York  
No. 02CA5067053  
Qualified in Onondaga County  
Commission Expires 10-7-10

  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF NEW YORK  
Sarah D. Cates  
(Print, Type or Stamp Commissioned Name of Notary Public)

**[Signature Page to Amended and Restated Assignment of Trademarks]**

**SCHEDULE 1**

**TRADEMARKS**

Federal Trademark, Registration No. 2,818,792 for MD (and Design), Registered May 2, 2004

Federal Trademark, Serial No. 77,684,103 for MD MD International (and Design), filed on March 5, 2009

{M2782091;2}