

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
Swift Instruments, Inc.		04/20/2006	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Swift Optical Instruments, Inc.		
Street Address:	11113 Landmark 35 Drive		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	55440-1022		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	0403422	FIRE-FLY	
Registration Number:	0674160	SWIFT	
Registration Number:	0924228	SWIFT	
Registration Number:	1606278	ULTRA LITE	
Registration Number:	2001516	ULTRA LITE	
CORRESPONDENCE DATA			
Fax Number:	(877)769-7945		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(858) 678-5070		
Email:	tmdoctc@fr.com		
Correspondent Name:	Lisa M. Martens/Fish & Richardson P.C.		
Address Line 1:	P.O. 1022		
Address Line 4:	Minneapolis, MINNESOTA 55440-1022		
ATTORNEY DOCKET NUMBER:	23488-0001002		

CH \$140.00 0403422

900137478

**TRADEMARK
 REEL: 004013 FRAME: 0429**

NAME OF SUBMITTER:	Lisa M. Martens
Signature:	/lmm/
Date:	06/29/2009
Total Attachments: 7 source=50448652#page1.tif source=50448652#page2.tif source=50448652#page3.tif source=50448652#page4.tif source=50448652#page5.tif source=50448652#page6.tif source=50448652#page7.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated July 31, 2007, by and between Swift Instruments, Inc., a Massachusetts corporation, having an address at 999 W. Taylor Street, Suite C, San Jose, California 95126, USA (“Assignor”) and Swift Optical Instruments, Inc., a Texas corporation, having an address at 1113 Landmark 35 Drive, San Antonio, Texas 78233, USA (the “Assignee”) and that certain order from the United States Bankruptcy Court, Northern District of California, San Jose Division, *In re Swift Instruments, Inc.*, Case number 06-050896-MM11, entitled Order Granting Motion By Debtor To Sell Certain Assets Free And Clear Of Liens, Claims, Encumbrances And Other Interests,¹ entered on July 20, 2007, Assignee purchased all right, title and interest in and to all of the Transferred Assets used in Assignor’s business; and

WHEREAS, Assignor and Assignee desire to memorialize the transfer of the Company’s intellectual property rights to Assignee.

NOW, THEREFORE, BE IT KNOWN, that in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby convey, assign, transfer, deliver and set over, unto said Assignee, its successors and assigns, all of Assignor’s right, title and interest in and to the Intellectual Property (as that term is defined in the Asset Purchase Agreement, and subject to the limitations on the definition of Intellectual Property listed on Schedule 2.7 of the Asset Purchase Agreement that Assignor may have no rights, title or interest to any or all patents or patent applications that are owned or licensed by any third party and that may be necessary to conduct the Seller’s business as it is currently being conducted and consistent with past practice), including without limitation: (1) the entire worldwide right, title and interest in and to each and all Letters Patents in the United States and in all foreign countries, including without limitation corresponding Patent Cooperation Treaty patent applications and corresponding National patent applications and all inventions, improvements and discoveries disclosed in said Letters Patents and applications, which were held by the Assignor immediately prior to the Closing, including those set forth in **Schedule A** hereto, and in and to all substitutions, divisions, continuations, continuations-in-part, reexaminations, extensions, renewals and reissues (as applicable) thereof, including without limitation of generality, all rights of priority resulting from the filing of patent applications relating to any of the foregoing as well as any and all choses in action and any and all claims and demands, both at law and in equity, that Assignor has or may have for damages or profits accrued or to accrue on account of the infringement of any of said Letter Patents, patent applications, inventions, improvements and discoveries (or any provisional rights therein), the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor if the assignment set forth in this Intellectual Property Assignment Agreement had not been made; (2) the full and complete right to file patent applications in the name of the Assignor or its designee, at the Assignee’s, or its designee’s election, on the aforesaid inventions, improvements, discoveries and applications identified in clause (1) in all countries of the world; (3) the entire right, title and interest in and to any Letter Patent which may issue on the aforesaid inventions, improvements, discoveries and

¹ Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

applications identified in clause (1) or (2) in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; (4) the entire worldwide right, title and interest in and to each and every trademark and trade name in the United States and in all foreign countries and all the goodwill associated therewith which were held by the Assignor immediately prior to the Closing, including those set forth in Schedule A hereto, and in and to all substitutions, divisions, extensions, and renewals thereof, including any and all choses in action and any and all claims and demands, both at law and in equity, that Assignor has or may have for damages or profits accrued or to accrue on account of the infringement of any of said trademarks or trade names, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor if the assignment set forth in this Intellectual Property Assignment Agreement had not been made and (5) the entire worldwide right, title and interest in and to each and every copyright in the United States and in all foreign countries which were held by the Assignor immediately prior to the Closing, including those set forth in Schedule A hereto, and in and to all substitutions, extensions, and renewals thereof, including any and all choses in action and any and all claims and demands, both at law and in equity, that Assignor has or may have for damages or profits accrued or to accrue on account of the infringement of any of said copyrights, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor if the assignment set forth in this Intellectual Property Assignment Agreement had not been made.

AND Assignor shall execute, upon request of Assignee, any assignment paper or other documents reasonably necessary to evidence the assignment of the rights, title and interest Assignor has in and to all or any of the Assignor's Intellectual Property.

AND the Assignor hereby authorizes and requests the United States Patent and Trademarks Office, the United States Copyright Office, and the corresponding foreign patent, trademark and copyright offices to issue and renew any such Intellectual Property in accordance with this Agreement.

AND as to that Intellectual Property that is identified on Schedule A of this Intellectual Property Assignment Agreement and not on Schedule 2.7 of the Asset Purchase Agreement, and notwithstanding anything to the contrary in this Intellectual Property Assignment Agreement or the Asset Purchase Agreement, all of Assignor's rights, title and interest in and to such Intellectual Property is conveyed, assigned, transferred, delivered and set over to Assignee on an "AS-IS" basis, with no representation or warranty of any kind, and all implied or statutory representations and warranties thereon are hereby disclaimed to the maximum extent permissible by law.

IN WITNESS WHEREOF, Assignor has caused this Intellectual Property Assignment Agreement to be signed by its duly authorized officer as of July 31, 2007.

ASSIGNOR:

SWIFT INSTRUMENTS, INC.

By: Alison C. Swift
Alison C. Swift.

Its: President & CEO

STATE OF CALIFORNIA §
 §
COUNTY OF SANTA CLARA §

On July 31, 2007, before me Priscilla Teague, Notary Public, personally appeared Alison C. Swift, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

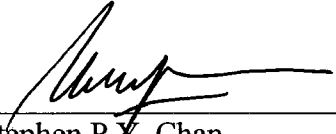
WITNESS my hand and official seal

Priscilla Teague
Priscilla Teague, Notary Public



ASSIGNEE:

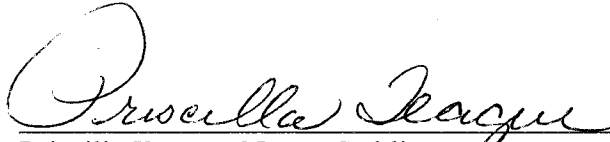
SWIFT OPTICAL INSTRUMENTS, INC.

By: 
Stephen P.Y. Chan
Its: President

STATE OF CALIFORNIA §
 §
COUNTY OF SANTA CLARA §

On July 31, 2007, before me Priscilla Teague, Notary Public, personally appeared Stephen P.Y. Chan, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal


Priscilla Teague, Notary Public



Schedule A

TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

Trademarks

Trademark	Registration No.	Country
Fire-Fly (Stylized)	403422	U.S.
Swift & Crosshairs Design	674160	U.S.
Swift & Crosshairs Design	924228	U.S.
Swift & Crosshairs Design	1739215	Argentina
Swift & Crosshairs Design	60166	Austria
Swift & Crosshairs Design	007591	Benelux
Swift & Crosshairs Design	TMA162669	Canada
Swift & Crosshairs Design	1698337	China
Swift & Crosshairs Design	3455-1970	Denmark
Swift & Crosshairs Design	26616	Dominican Republic
Swift & Crosshairs Design	3428679	European Union
Swift & Crosshairs Design	75970	Finland
Swift & Crosshairs Design	1406779	France
Swift & Crosshairs Design	850703	Germany
Swift & Crosshairs Design	34/1973	Iceland
Swift & Crosshairs Design	546066B	India
Swift & Crosshairs Design	118889	Ireland
Swift & Crosshairs Design	43864	Israel
Swift & Crosshairs Design	1600878	Japan
Swift & Crosshairs Design	1483997	Japan
Swift & Crosshairs Design	18844	Lebanon
Swift & Crosshairs Design	2944	Lichtenstein
Swift & Crosshairs Design	M/B64568	Malaysia
Swift & Crosshairs Design	S/B017362	Malaysia
Swift & Crosshairs Design	SAR/12688	Malaysia
Swift & Crosshairs Design	166182	Mexico
Swift & Crosshairs Design	73274	Norway
Swift & Crosshairs Design	65431	Pakistan
Swift & Crosshairs Design	22062	Panama
Swift & Crosshairs Design	SR-1244	Philippines
Swift & Crosshairs Design	69097	Singapore
Swift & Crosshairs Design	B72/3292	South Africa
Swift & Crosshairs Design	13569	South Korea
Swift & Crosshairs Design	595934	Spain
Swift & Crosshairs Design	122083	Sweden
Swift & Crosshairs Design	356395	Switzerland
Swift & Crosshairs Design	49972	Taiwan
Swift & Crosshairs Design	TM74357	Thailand

Swift & Crosshairs Design	1062741	United Kingdom
Swift & Crosshairs Design	994706	United Kingdom
SWIFT	1326503	Japan
TECNAR (Stylized)	525931	Japan
ULTRA LITE	1606278	U.S.
ULTRA LITE	2001516	U.S.
ULTRA LITE	1023976	China
ULTRA LITE	3428547	European Union
ULTRA LITE	4271867	Japan
ULTRA LITE	Khor160467	Thailand
Swift & Crosshairs Design	52248	Egypt

Patents

Title	Serial No.	Patent No.	Country
MICROSCOPE BASE ILLUMINATOR	07/352,929	4,955,978	United States
MICROSCOPE	07/444,962	5,024,513	United States
MICROSCOPE	11933		Thailand
MICROSCOPE	29/008,985	D354,761	United States
MICROSCOPE SUPPORT AND STAGE DESIGN	29/077,092	D400,548	United States
MICROSCOPE	29/126,153	D440,996	United States
ADJUSTABLE EYEPIECE FOR A VIEWING DEVICE	09/920,562	6,580,555	United States
MICROSCOPE WITH DISPLAY SCREEN	29/202,630	D518,840	United States
MICROSCOPE WITH DISPLAY SCREEN	131094	131094	Switzerland
MICROSCOPE WITH DISPLAY SCREEN	200430081483.X	ZL200430081483.X	China
MICROSCOPE WITH DISPLAY SCREEN	000234844	000234844-0002	Europe
MICROSCOPE WITH DISPLAY SCREEN	39745	39745	Israel
MICROSCOPE WITH DISPLAY SCREEN	197123	197123	India
MICROSCOPE WITH DISPLAY SCREEN	PA/f/2004/001478	20445	Mexico
MICROSCOPE WITH DISPLAY SCREEN	0402002579		Thailand
MICROSCOPE STORAGE SYSTEM	10/816,199		United States

MICROSCOPE WITH TRIPOD BASE	29/202,629	D509,521	United States
MICROSCOPE WITH TRIPOD BASE	131256	131256	Switzerland
MICROSCOPE WITH TRIPOD BASE	200430081484.4	ZL200430081484.4	China
MICROSCOPE WITH TRIPOD BASE	000234844	000234844-0001	Europe
MICROSCOPE WITH TRIPOD BASE	39746	39746	Israel
MICROSCOPE WITH TRIPOD BASE	197122	197122	India
MICROSCOPE WITH TRIPOD BASE	PA/f/2004/001484	20385	Mexico
MICROSCOPE WITH TRIPOD BASE	0402002580		Thailand
MICROSCOPE WITH ADJUSTABLE STAGE	10/815,967		United States
MICROSCOPE WITH ADJUSTABLE STAGE	11/763,364		United States
MICROSCOPE WITH ADJUSTABLE STAGE	05251950.1		Europe
MICROSCOPE WITH ADJUSTABLE STAGE	06104077.2		Hong Kong
MICROSCOPE WITH RETRACTABLE CORD	10/816,200		United States
ADJUSTABLE MICROSCOPE ILLUMINATOR	07/720,019	5,119,233	United States

Copyrights

Title	Registration No.	Issue Date	Country
Swift Optical & Weather Instruments Catalog	TX 1-551-998	March 27, 1985	United States