

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
E-filliate, Inc.		10/01/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	VWR Education, LLC		
Street Address:	5100 West Henrietta Road		
Internal Address:	P.O. Box 92912		
City:	Rochester		
State/Country:	NEW YORK		
Postal Code:	14692		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2973551	X-TREME GEEK	
CORRESPONDENCE DATA			
Fax Number:	(202)842-8465		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-842-8800		
Email:	dctrademarks@dbr.com		
Correspondent Name:	Amy E. Carroll		
Address Line 1:	1500 K Street, N.W.		
Address Line 2:	Suite 1100		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005-1209		
ATTORNEY DOCKET NUMBER:	009439-033573		
NAME OF SUBMITTER:	Amy E. Carroll		
Signature:	/amyecarroll/		

OP \$40.00 2973551

Date:

10/21/2009

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "Agreement") is made and entered into as of the 1st day of October 2009 (the "Effective Date"), by and between E-Filliate, Inc., a Delaware corporation located at 11321 White Rock Road, Rancho Cordova, California 95742 ("Assignor") in favor of VWR Education, LLC, a Delaware limited liability company located at 5100 West Henrietta Road, P.O. Box 92912, Rochester, New York 14692 ("Assignee").

WHEREAS, Assignor has adopted, used, is using or intends to use and has registered with the United States Patent and Trademark Office the marks listed on Schedule A hereto and owns all right, title and interest to the same, including the goodwill of the business represented thereby (collectively, the "Trademarks"), which business is ongoing and existing;

WHEREAS, Assignor has adopted, used, is using or intends to use the tradenames listed on Schedule B hereto and owns all right, title and interest to the same, including the goodwill of the business represented thereby (collectively, the "Tradenames"), which business is ongoing and existing;

WHEREAS, Assignor created or has acquired through assignment the works set forth on the attached Schedule C and any and all copyright rights therein (the "Copyrights") and owns all right, title, and interest in and to the Copyrights;

WHEREAS, Assignor is the owner of the registered domain names set forth on the attached Schedule D (the "Domain Names") and owns all right, title, and interest in and to the Domain Names;

WHEREAS, Assignor is the owner of the e-mail addresses set forth on the attached Schedule E (the "E-mail Addresses," which, together with the Trademarks, Tradenames, Copyrights and Domain Names, shall be collectively referred to hereinafter as the "Intellectual Property") and owns all right, title, and interest in and to the E-mail Addresses; and

WHEREAS, pursuant to an Asset Purchase Agreement dated October 1, 2009, the Assignor assigned and does hereby represent that it assigns to Assignee all of Assignor's right, title and interest in and to the Intellectual Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor and Assignee hereby acknowledge:

I. Assignor hereby assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Intellectual Property, including any registrations or pending applications therefor, the goodwill of the businesses represented thereby, and all proceeds thereof, including, without limitation, proceeds from any and all causes of action for infringement thereof and any and all royalties for any licenses thereof, and all rights to sue, bring actions for, recover and hold damages, profits and other compensation for any and all past and future infringements and unauthorized uses thereof, such Intellectual Property and associated rights to be held and enjoyed by Assignee, for its own use, and for the use of its successors,

assigns or other legal representatives to the full end of the term or terms for which the Intellectual Property may be granted, as fully and entirely as the same would have been enjoyed by the Assignor, had the assignment contained herein not been made.

2. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Domain Names, all registrations relating to the Domain Names, any trademark and/or the service mark rights in the Domain Names together with all goodwill connected with and symbolized by the Domain Names and any other intellectual property, proprietary rights and/or contractual rights relating thereto. Assignor hereby authorizes and instructs Network Solutions, the entity with which Assignor registered the Domain Name, to transfer the Domain Names to Assignee or Assignee's designee. Assignor agrees to furnish and execute such additional documents within fifteen (15) days of the Effective Date as Assignee or Network Solutions may require to effectuate and establish Assignee's ownership of the Domain Names, including completion of the register-provided name change agreement.

3. Assignor further covenants and agrees that, upon the request of Assignee, Assignor shall execute all papers, make all rightful oaths, testify on behalf of Assignee, furnish such documents, materials, information and/or assistance, and do all other lawful acts necessary to perfect the assignment of the Intellectual Property to Assignee and otherwise carry out the intent of this Agreement.

4. In its own name and at its own expense, Assignee may register and enforce its rights in the Intellectual Property, and Assignor further promises and agrees that it shall, at the request of Assignee or its counsel and at Assignee's expense, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, powers of attorney and assurances as may be required to carry out the intent of this Agreement, and to transfer and vest title to and in the Intellectual Property and associated rights set forth in Paragraph 1 and to procure, maintain, enforce and protect the right, title and interest in and enjoyment of all of the Intellectual Property and associated rights assigned, transferred and conveyed to Assignee pursuant to this Agreement; provided, however, this Agreement shall be effective regardless of whether any such additional documents are executed.

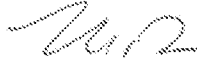
5. This Agreement shall be binding upon Assignor, Assignor's successors and assigns, and upon all others acting by, through, with or under Assignor's direction or control, and all those in privity therewith.

[signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement and caused the same to be duly delivered on their behalves on the day and year first set forth above.

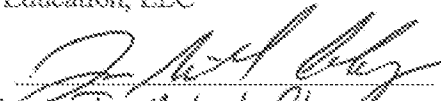
Assignor:

E-Filliate, Inc.

By: 
Name: Mrs. Sullivan
Title: Pres / CEO

Assignee:

VWR Education, LLC

By: 
Name: Dr. Michael Chylo
Title: CEO, President

[signature page to Intellectual Property Assignment]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement and caused the same to be duly delivered on their behalves on the day and year first set forth above.

Assignor:

E-Filliate, Inc.

By: _____

Name: _____

Title: _____

Assignee:

VWR Education, LLC

By:  _____

Name: *Michael Abner* _____

Title: *CEO, President* _____

[signature page to Intellectual Property Assignment]

Schedule A
Trademark Registrations

Mark	Reg./Serial Number	Reg. /Filing Date	Status
X-TREME GEEK	2,973,551	July 19, 2005	Registered