

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
CCS Medical, Inc.		10/07/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Sanvita CBGM, LLC		
Street Address:	20 Prospect Street		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02454		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3585453	SANVITA	
CORRESPONDENCE DATA			
Fax Number:	(617)235-9493		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(617) 951-7170		
Email:	trademarks@ropesgray.com		
Correspondent Name:	Emilia F. Cannella, Esq., Ropes & Gray		
Address Line 1:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	NOVA-027		
NAME OF SUBMITTER:	Emilia F. Cannella, Esq.		
Signature:	/emilia cannella/		
Date:	10/30/2009		

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Total Attachments: 5

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MARKS ASSIGNMENT

THIS MARKS ASSIGNMENT (this “Marks Assignment”) is made, executed and delivered as of October 7, 2009, by CCS Medical, Inc., a Delaware corporation (the “Assignor”), to Sanvita CBGM, LLC, a Delaware limited liability company (the “Assignee”).

WITNESSETH:

WHEREAS, the Assignor has adopted and used, and is using in commerce, the marks set forth on the attached Schedule A (collectively, the “Marks”);

WHEREAS, pursuant to that certain Asset Purchase Agreement between the Assignee, Nova Biomedical Corporation, a Massachusetts corporation, Sanvita, Inc., a Florida corporation, and the Assignor, dated as of September 8, 2009, (the “Asset Purchase Agreement”), the Assignee wishes to acquire from the Assignor, and the Assignor wishes to transfer to the Assignee, the Marks and the goodwill associated with such Marks;

WHEREAS, in conjunction with this Marks Assignment, the Assignee is acquiring the portion of the Assignor’s business to which the Marks pertain; and

WHEREAS, all of the terms and conditions precedent provided in the Asset Purchase Agreement have been met and performed by the respective parties thereto, and the parties now desire to carry out the intent and purpose of the Asset Purchase Agreement by the execution and delivery of this instrument evidencing the assignment by the Assignors and the assumption by the Assignee of all the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, effective as of the Closing Date, as defined in the Asset Purchase Agreement, the parties hereto agree as follows:

1. Assignment of Rights. The Assignor assigns to the Assignee all of Assignor’s rights, titles and interests in and to the Marks, the goodwill of the business symbolized by the Marks, all registrations and applications for registration thereof, if any, all rights of action accrued and to accrue under and by virtue thereof, including the right to sue and recover for past infringement of said Marks, and all records and files relating to said Marks.
2. Further Actions. The Assignor agrees that, after the Closing Date and at the request of the Assignee, and at the Assignor’s sole expense, to execute and deliver such documents and legal instruments, provide such testimony and, in general, do all lawful things reasonably requested of the Assignor by the Assignee, its successors or assigns to carry out and fulfill the purposes and intent of this Marks Assignment.
3. Authorization. Effective upon the Closing Date, the Assignor authorizes and

requests the United States Patent and Trademark Office, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

4. Governing Law. This Marks Assignment, the rights of the parties and all Actions arising in whole or in part under or in connection herewith, will be governed by and construed in accordance with the domestic substantive laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each of the undersigned has caused this Marks Assignment to be signed by its duly authorized officer as of the date first written above.

CCS MEDICAL, INC.

By: Stephen Saft
Name:
Title:

[Jurisdiction]

Pineellas [city/county] Florida ss.

On this 5th day of October, 2009, before me, the undersigned notary public,
Day Month

personally appeared Stephen Saft
Name(s) of Signer(s)

proved to me through satisfactory evidence of identification, which
was/were known personally

Description of Evidence of Identity

to be the person(s) whose name(s) is/are signed on the preceding or attached document, and
acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

as Chief Financial Officer for
Title of Office

CCS Medical, a corporation.



Sharlene Meana
Signature of Notary Public

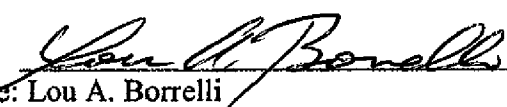
Place Notary Seal and/or Stamp above

[Signature Page to Marks Assignment]

ACCEPTED:

SANVITA CBGM, LLC

By:


Name: Lou A. Borrelli

Title: President

[Signature Page to Marks Assignment]

TRADEMARK

REEL: 004088 FRAME: 0250

Schedule A

Marks

Mark: SANVITA
Registration Number: 3585453
Registration Date: March 10, 2009