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
Acon Laboratories, Inc.		05/17/2010	CORPORATION:

RECEIVING PARTY DATA

Name:	Oakville Hong Kong Co., Ltd.
Street Address:	32 Hollywood Road
Internal Address:	9/F Kinwick Centre, Suite 901B
City:	Hong Kong
State/Country:	HONG KONG
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3014149	ON CALL

CH $40.00 3014149

CORRESPONDENCE DATA

Fax Number: (858)677-1465
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 858-677-1423
Email: sara.hare@dlapiper.com
Correspondent Name: Stacy L. Taylor
Address Line 1: DLA Piper LLP US
Address Line 2: 4365 Executive Drive, Suite 1100
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	331831-36

DOMESTIC REPRESENTATIVE

Name: Stacy L. Taylor
Address Line 1: DLA Piper LLP US
Address Line 2: 4365 Executive Drive, Suite 1100

Address Line 4:	San Diego, CALIFORNIA 92121
NAME OF SUBMITTER:	Stacy L. Taylor
Signature:	/staylor/
Date:	05/25/2010

Total Attachments: 4
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TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into as of May 17, 2010 (this "Trademark Assignment"), by and between ACON Laboratories, Inc., a California corporation ("Assignor"), and Oakville Hong Kong Co., Ltd., a company registered in Hong Kong ("Assignee").

RECITALS

Whereas, Assignor is the owner of the entire right, title and interest in and to all of the trademarks, service marks, trademark and service mark applications set forth on Schedule A attached hereto, together with all goodwill associated therewith (collectively the "Trademarks").

Whereas, the Assignor and Assignee (collectively the "Parties") entered into an Assets Purchase Agreement dated December 29, 2003, pursuant to which Assignor agreed to transfer certain of its trademarks, service marks, trademark applications, and service mark applications to Assignee.

Whereas, Assignor has agreed to transfer to Assignee the Trademarks set forth on Schedule A, together with the goodwill associated therewith.

Whereas, Assignee is desirous of acquiring the Trademarks.

ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers, sells, assigns, conveys and delivers to Assignee and its successors and assigns, Assignor's entire right, title and interest in and to the Trademarks set forth on Schedule A, together with the goodwill associated therewith, and any and all accounts, contract rights, warranties, litigation claims and rights, including the right to sue for and collect upon all claims for profits and damages as a result of past infringement, if any, and other general intangibles of Assignor related to any of the foregoing, in each case whether now existing or hereafter acquired or created, whether owned, leased or licensed beneficially or of record and whether owned, leased or licensed individually, jointly or otherwise, together with the products and proceeds thereof (including license royalties and the proceeds of infringement suits), and all payments and other distributions with respect thereto.

Assignor further agrees that it shall on the date hereof and from time to time thereafter, at the request and expense of Assignee, perform or cause to be performed such acts and execute, acknowledge and deliver at the request of Assignee, such documents as may reasonably be required to evidence or effectuate the sale, conveyance, assignment, transfer and delivery to Assignee of the Trademarks or for the performance by Assignor of any of its obligations hereunder. Upon written request by Assignee, Assignor hereby further agrees that Assignor will sign all lawful papers, execute such documents, make all lawful oaths and otherwise provide reasonable assistance to aid Assignee and its successors, assigns and nominees to enforce the Trademarks in all countries.

Assignor, hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the

aforesaid rights and related causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Trademarks that may have accrued in Assignor's favor from the respective date of first use of any of the Trademarks from the Effective Date of this Assignment. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

IN WITNESS WHEREOF, the Assignor hereto has caused this Trademark Assignment to be duly executed on its behalf, by its respective officer thereunto duly authorized, all as of the day and year first above written.

ASSIGNOR ACON Laboratories, Inc.

By: _____

Name: Jenn-nan LIN

Title: President

Subscribed and sworn to before me Hsueh Hui Lu, Public Notary, Notary Public this 17th day of May, 2010

My commission expires: July 28, 2010

HSUEH HUI LU
Commission # 1684432
Notary Public - California
San Diego County
My Comm. Expires Jul 28, 2010

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

SCHEDULE A

MARK	Country	APPLICATION NUMBER	REGISTRATION NUMBER
ACON	Australia	1027214	1027214
ACON	Brazil	826752039	
ACON	Canada	1389869	757,432
ACON	Colombia	04046942	294405
ACON	CTM	3793536	3793536
ACON	India	01286728	
ACON	Indonesia	D00.2004.17899.18031	
ACON	WIPO	833653	833653
ACON	Japan	833653	833653
ACON	Jordan	75543	75543
ACON	Lebanon	98415	98415
ACON	Libya	14035	
ACON	Malaysia	2004/07376	04007376
ACON	Mexico	656791	874715
ACON	Philippines	4-2004-004503	4-2004-004503
ACON	Saudi Arabia	90483	767/65
ACON	South Africa	2006/18642	
ACON	South Africa	2006/18643	
ACON	South Africa	2006/18644	
ACON	Taiwan	93022284	1155339

ACON	Thailand	553661	TM222746
ACON (stylized)	United States	75/536474	2,369,968
ACON	United States	78/409,446	3,004,000
ACON	Venezuela	7481-2004	P263127
ACON	Vietnam	4-2004-05314	
ACON RAPID-TEST	United States	76/112156	2,908,929
ACU-CHECK	Venezuela	2004-009432	2004-009432
ALL WELL-BEING	CTM	4817061	4817061
BEST CARE (stylized)	CTM	4992418	4992418
BIOLINE	Philippines	4-2004-0004895	4-2004-0004895
DISTINCT	Vietnam	4-2004-05464	67351
INCONTROL	CTM	4817128	4817128
INSIGHT	CTM	4817201	4817201
MISSION	CTM	4817177	4817177
ON CALL	Australia	1037271	1037172
ON CALL	Canada	1390611	
ON CALL	CTM	003793569	003793569
ON CALL	WIPO	838430	838430
ON CALL	Japan	838430	838430
ON CALL	United States	78425473	3014149
PROMOTER	CTM	4817094	4817094
VITAL	CTM	4817219	