

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Assignment | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Welch Allyn, Inc. | | 05/17/2010 | CORPORATION: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | Ushio America, Inc. | | |
| Street Address: | 5440 Cerritos Avenue | | |
| City: | Cypress | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90630 | | |
| Entity Type: | CORPORATION: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2862919 | SOLARC | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (213)627-0705 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 213.683.5698 | | |
| Email: | MinetteTayco@paulhastings.com | | |
| Correspondent Name: | Minette M. Tayco | | |
| Address Line 1: | 515 S. Flower St., 25th Floor | | |
| Address Line 2: | Paul, Hastings, Janofsky & Walker LLP | | |
| Address Line 4: | Los Angeles, CALIFORNIA 90071 | | |
| ATTORNEY DOCKET NUMBER: | USHIO/N. AM(38157.00019) | | |
| NAME OF SUBMITTER: | Minette M. Tayco | | |
| Signature: | /Minette M. Tayco/ | | |
| Date: | 06/02/2010 | | |

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Total Attachments: 6

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("*Assignment*") is made and entered into as of May 17, 2010 by and between Ushio America, Inc., a California corporation ("*Assignee*"), and Welch Allyn, Inc., a New York corporation ("*Assignor*"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement (the "*Purchase Agreement*"), dated as of May 17, 2010, by and between Assignor and Assignee, Assignor has agreed to sell to Assignee certain assets used by Seller in developing, manufacturing and selling metal halide lamps including those under the trademark Solarc®, including without limitation, the trademarks and service marks and the applications for trademarks and service marks set forth on Schedule A hereto and described below (collectively, the "*Marks*"); and

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to the Marks;

NOW THEREFORE, in consideration of the mutual promises provided herein and the Purchase Agreement and for other good and valuable consideration, the receipt and adequacy of which each party hereby acknowledges, the parties agree as follows:

1. **ASSIGNMENT.** Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee (a) all of Assignor's right, title and interest in and to the Marks together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registrations for the Marks, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; and (b) all rights to income, royalties, and license fees deriving from the Marks, all causes of actions, claims, and rights to damages or profits, arising by reason of past, present and future infringements of the Marks or injury to the goodwill associated with the Marks and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees to perform, at Assignee's cost, all acts deemed necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee, assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing

documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing lawful papers and making all lawful oaths at Assignee's expense, and generally doing everything that is reasonably necessary to aid Assignee in obtaining and enforcing proper protection for applicable intellectual property rights.

3. GENERAL

3.1 Governing Law. This Assignment shall be construed in accordance with, and governed in all respects by, the internal laws of the State of New York (without giving effect to principles of conflicts of laws). Each party expressly and irrevocably consents to the jurisdiction of each such court (and each appellate court thereof).

3.2. Assignment. Assignee may assign any of its rights or delegate any of its obligations under this Assignment to any third party without the prior written consent of Assignor, and, upon such assignment, such third party shall be solely responsible for the performance of all of the obligations of Assignee under this Assignment. This Assignment will apply to, be binding in all respects upon, and inure to the benefit of the successors and assigns of Assignee.

3.3. Waiver; Amendment. Any agreement on the part of a party to any extension or waiver of any provision hereof shall be valid only if set forth in an instrument in writing signed on behalf of such party. A waiver by a party of the performance of any covenant, agreement, obligation, condition, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time. This Assignment may not be amended, modified or supplemented except by written agreement of the parties.

3.4. Severability. If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment will remain in full force and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

3.5. Construction. This Assignment was negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Assignment to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

3.6. Execution of Agreement; Counterparts; Electronic Signatures.

(a) This Assignment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each party and delivered to the other party; it being understood that the parties need not sign the same counterparts.

(b) The exchange of copies of this Assignment and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

3.7. Entire Agreement. This Assignment constitutes the entire agreement among the parties to this Assignment and supersedes all other prior agreements and understandings, both written and oral, among or between any of the parties with respect to the subject matter hereof and thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

"Assignor"

WELCH ALLYN, INC., a New York corporation

By: William J. Bolton

Name: William J. Bolton

Title: Sr. Vice President

"Assignee"

USHIO AMERICA, INC., a California corporation

By: _____

Name: _____

Title: _____

(Signature Page to Trademark Assignment)

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

"Assignor"

WELCH ALLYN, INC., a New York corporation

By: _____

Name: _____

Title: _____

"Assignee"

USHIO AMERICA, INC., a California corporation

By: Hideaki Takizawa

Name: HIDEAKI TAKIZAWA

Title: CEO and General Manager

(Signature Page to Trademark Assignment)

Schedule A

Marks

The trademark "Sōlarc" as registered with the U.S. Patent and Trademark Office on July 13, 2004, registration number: 2862919.