

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	CHANGE OF NAME		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Acrometrix		02/01/2010	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Acrometrix Corporation		
<b>Street Address:</b>	6010 Egret Court		
<b>City:</b>	Benicia		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94510		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3139586	VIRAQUICK	
Registration Number:	3121256	VERISURE	
Registration Number:	3059291	OPTIQUAL	
Registration Number:	2903791	OPTIQUANT	
Registration Number:	2666794	ACROMETRIX	
Serial Number:	77847871	OPTICHALLENGE	
Serial Number:	77759726	SYNTURA	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(760)476-6048		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	760-476-7161		
Email:	molly.quong@lifetech.com		
Correspondent Name:	Intellevate		
Address Line 1:	P.O. Box 52050		
Address Line 4:	Minneapolis, MINNESOTA 55402		

CH \$190.00 3139586

NAME OF SUBMITTER:	Alan Hammond
Signature:	/alan hammond/
Date:	07/19/2010
<b>Total Attachments: 9</b> source=CA Merger Filing - AcroMetrix#page1.tif source=CA Merger Filing - AcroMetrix#page2.tif source=CA Merger Filing - AcroMetrix#page3.tif source=CA Merger Filing - AcroMetrix#page4.tif source=CA Merger Filing - AcroMetrix#page5.tif source=CA Merger Filing - AcroMetrix#page6.tif source=CA Merger Filing - AcroMetrix#page7.tif source=CA Merger Filing - AcroMetrix#page8.tif source=CA Merger Filing - AcroMetrix#page9.tif	

**AGREEMENT OF MERGER**  
of  
**ANVIL MERGER SUB CORPORATION**  
and  
**ACROMETRIX**

This Agreement of Merger (the "Agreement") is made and entered into as of February 1, 2010, pursuant to and in accordance with Section 1101 of the General Corporation Law of California (the "California GCL") by and between AcroMetrix, a California corporation (the "Company") and Anvil Merger Sub Corporation, a California corporation (the "Merging Corporation") and, together with the Company, the "Constituent Corporations").

**RECITALS**

**WHEREAS**, the Company, the Merging Corporation and certain respective shareholders of such entities have entered into that certain Agreement and Plan of Merger dated December 30, 2009 (the "Merger Agreement"), providing, among other things, for the execution and filing of this Agreement and the merger (the "Merger") of the Merging Corporation with and into the Company, with the Company being the surviving corporation (the Company, following effectiveness of the Merger, shall be the "Surviving Corporation"); and

**WHEREAS**, the respective boards of directors of the Constituent Corporations deem it advisable and in the best interests of each such corporation and their respective shareholders that the Merging Corporation be merged with and into the Company and, as a result, have approved this Agreement and the Merger; and

**WHEREAS**, the Merger Agreement, this Agreement and the Merger have been approved by the respective shareholders of the Constituent Corporations.

**NOW THEREFORE**, in consideration of the mutual agreements and covenants set forth herein, the parties hereto hereby agree as follows:

**ARTICLE I.**

**THE CONSTITUENT CORPORATIONS**

Section 1.1 The Company. The authorized capital stock of the Company consists of Twenty-Two Million Seven Hundred Twenty-Seven Thousand Two Hundred Seventy-Two (22,727,272) shares of capital stock, consisting of Twenty Million (20,000,000) shares of common stock ("Company Common Stock"), and Two Million Seven Hundred Twenty-Seven Thousand Two Hundred Seventy-Two (2,727,272) shares of Preferred Stock, all of which are designated Series A Preferred Stock (the "Company Preferred Stock"). As of the Effective Time (as defined in Section 2.2), (i) no shares of Company Preferred Stock are outstanding (as each such share shall have, immediately prior thereto, been converted into Company Common Stock) and (ii) Eight Million One Hundred and Eight Thousand, Nine Hundred Eighty-Eight

(8,108,988) shares of Company Common Stock are issued and outstanding, all of which are validly issued, fully paid, and non-assessable.

Section 1.2 Merging Corporation. The authorized capital stock of the Merging Corporation consists of 1,000 shares of common stock, par value \$0.01 per share ("Merging Corporation Common Stock"). As of the date of this Agreement and the Effective Time, 1,000 shares of Merging Corporation Common Stock are outstanding, all of which are validly issued, fully paid and non-assessable.

## ARTICLE II. THE MERGER

Section 2.1 The Merger. At the Effective Time and subject to and upon the terms and conditions of this Agreement and the applicable provisions of the California GCL, the Merging Corporation shall be merged with and into the Company, the separate corporate existence of the Merging Corporation shall cease and the Company shall continue, as the Surviving Corporation.

Section 2.2 Effective Time: Closing. The Merger shall become effective on such date and time (the "Effective Time") as this Agreement and the officers' certificates of each Constituent Corporation are filed with the Secretary of State of the State of California pursuant to Section 1103 of the California GCL.

Section 2.3 Effect of the Merger. The effect of the Merger shall be as provided in this Agreement and the applicable provisions of the California GCL, including Section 1107 of the California GCL. Without limiting the generality of the foregoing and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of the Company and the Merging Corporation shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and the Merging Corporation shall become the debts, liabilities and duties of the Surviving Corporation.

Section 2.4 Articles of Incorporation. At the Effective Time, the Articles of Incorporation of the Surviving Corporation shall be amended and restated in their entirety as set forth in Exhibit A attached hereto (and, according thereto, the name of the Surviving Corporation shall be "AcroMetrix Corporation").

Section 2.5 Effect on Capital Stock. Subject to the terms and conditions of this Agreement, by virtue of the Merger and without any action by any party hereto or shareholder thereof, the Merging Corporation, the Company or the holders of any of the following securities, the following shall occur:

(i) Conversion of Company Common Stock. Upon the closing of the Merger, each issued and outstanding (a) share of Company Common Stock (including those issued upon conversion of the issued and outstanding shares of Company Preferred Stock), other than Dissenting Shares (as defined in Section 2.6), if any, shall be converted into the right to receive approximately \$2.86 per share at such closing, and (b) Company Common Stock equivalent (in the form of options and/or warrants to purchase shares of Company Common Stock) shall be entitled to receive, subject to certain conditions, an average of approximately \$1.62 per unit at

such closing (with the actual per-unit amount being subject to varying exercise prices), each of which such amounts are subject to adjustment pursuant to certain indemnification and working capital adjustment provisions under the Merger Agreement (Articles X and XI and Section 3.5, respectively), and for certain expense amounts related to the securityholders' agent's performance of its duties under the Merger Agreement. At the Effective Time, each issued and outstanding share of Company Common Stock, other than Dissenting Shares, and each Company Common Stock equivalent shall not constitute equity of any kind of the Surviving Corporation.

(ii) The Merging Corporation Common Stock. As of the Effective Time, by virtue of the Merger and without any action on the part of the holder of any share of capital stock of the Merging Corporation, each share of common stock of the Merging Corporation issued and outstanding shall be converted into and exchanged for one validly issued, fully paid, and non-assessable share of common stock of the Surviving Corporation. Any certificate of the Merging Corporation evidencing ownership of any common stock of the Merging Corporation shall evidence, from and after the Effective Time, ownership of such shares of the Surviving Corporation, until any such time as such certificate shall be replaced in accordance with the Surviving Corporation's Bylaws and/or Articles of Incorporation.

Section 2.6 Dissenting Shares. If dissenters' rights are available under the California GCL to holders of shares of capital stock of the Company in connection with the Merger, any issued and outstanding share of capital stock of the Company which has not been voted upon for approval of the Merger and with respect to which dissenters' rights shall have been properly demanded in accordance with Section 1301 of the California GCL (the "Dissenting Shares") shall not be converted into the right to receive the Merger Consideration, and the holders thereof shall have only such rights as are provided in Chapter 13 of the California GCL unless and until the holder of such shares of capital stock of the Company withdraws his demand for such dissenters' rights or otherwise loses his dissenters' rights. If a holder of Dissenting Shares shall properly withdraw his demand for dissenters' rights or shall otherwise lose his dissenters' rights, then, as of the Effective Time or the occurrence of such event, whichever last occurs, such Dissenting Shares shall cease to be Dissenting Shares and shall be converted into and represent the right to receive the Merger Consideration.

### ARTICLE III.

#### MISCELLANEOUS

Section 3.1 Further Action. If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement or to vest the Surviving Corporation with full right, title and possession to all assets, property, rights, privileges, powers and franchises of either the Company or the Merging Corporation, the officers and directors of the Surviving Corporation are fully authorized to take, and will take, all such lawful and necessary action.

Section 3.2 Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one and the same agreement.

Section 3.3 Choice of Law. This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of California without giving effect to principles of conflicts of laws.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement this 1<sup>st</sup> day of February, 2010.

**MERGING CORPORATION:**

**ANVIL MERGER SUB CORPORATION**

By: Joseph W. Secondino, Jr.  
Name: Joseph W. Secondino, Jr.  
Title: Vice President

By: John A. Cottingham  
Name: John A. Cottingham  
Title: Secretary

**COMPANY:**

**ACROMETRIX**

By: Michael J. Eck  
Name: Michael J. Eck  
Title: President

By: Michael J. Eck  
Name: Michael J. Eck  
Title: Secretary

EXHIBIT A  
AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
ACROMETRIX

The undersigned, Joseph W. Secondine, Jr. and John A. Cottingham, hereby certify that:

1. They are the duly elected and acting Vice President and Secretary, respectively, of AcroMetrix, a California corporation.
2. The Articles of Incorporation of this corporation shall be amended and restated to read in full as follows:

Article I

The name of this corporation is: "AcroMetrix Corporation".

Article II

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

Article III

The corporation is authorized to issue only one class of shares of stock and that class is Common Stock. The total number of shares which the corporation is authorized to issue is One Thousand (1,000), and the par value of each share shall be \$0.01.

Article IV

1. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to adopt, amend or repeal the bylaws of the corporation, except as provided in Section 212 of the California Corporations Code.
2. Election of the corporation's directors need not be by written ballot unless the bylaws of the corporation so provide, except as otherwise required by law.

Article V

The liability of the directors of the corporation for any monetary damages shall be eliminated to the fullest extent permissible under California law. If the California Corporations Code and/or General Corporation Law of California or any successor statute to either is amended after adoption of this provision to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the corporation shall be eliminated



or limited to the fullest extent permitted by the California Corporations Code and/or General Corporation Law of California, each as so amended from time to time. Any repeal or modification of this Article V by the shareholders of the corporation shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification or with respect to events occurring prior to such time.

The corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) to the fullest extent permissible under California law.

#### Article VI

The corporation shall indemnify every person who is or was a party or is or was threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a director or officer or is or was serving at the request of the corporation as a director, officer, employee, agent, or trustee of another corporation or of a partnership, joint venture, trust, employee benefit plan, or other enterprise, including service on a committee formed for any purpose (and, in each case, his or her heirs, executors, and administrators), against all expense, liability, and loss (including, without limitation, counsel fees, judgments, fines, ERISA excise taxes, penalties, and amounts paid in settlement) actually and reasonably incurred or suffered in connection with such action, suit, or proceeding, to the fullest extent permitted by applicable law, as in effect on the date hereof and as hereafter amended. Subject to the provisions of the corporation's bylaws and/or any applicable statute, such indemnification may include advancement of expenses in advance of final disposition of such action, suit or proceeding.

The indemnification and advancement of expenses provisions of this Article VI shall not be exclusive of any other right that any person (and his or her heirs, executors, and administrators) may have or hereafter acquire under any statute, these Articles of Incorporation, the corporation's bylaws, resolution adopted by the shareholders, resolution adopted by the corporation's Board of Directors, agreement, or insurance, purchased by the corporation or otherwise, both as to action in his or her official capacity and as to action in another capacity. The corporation is hereby authorized to provide for indemnification and advancement of expenses through its bylaws, resolution of shareholders, resolution of its Board of Directors, or agreement, in addition to that provided by these Articles of Incorporation.

ACROMETRIX

OFFICERS' CERTIFICATE OF APPROVAL OF MERGER

The undersigned, Michael J. Eck, hereby certifies that:

(1) He is the President and Secretary of AcroMetrix, a California corporation (the "Company").

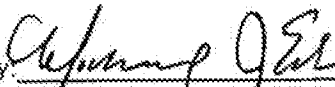
(2) The Agreement of Merger to which this Certificate is attached (the "Merger Agreement"), providing for the merger (the "Merger") of Anvil Merger Sub Corporation, a California corporation (the "Merging Corporation"), with and into the Company, was duly approved by the board of directors and shareholders of the Company.

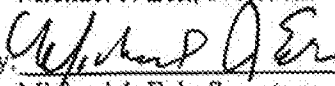
(3) The authorized capital stock of the Company consists of Twenty-Two Million Seven Hundred Twenty-Seven Thousand Two Hundred Seventy-Two (22,727,272) shares of capital stock, consisting of Twenty Million (20,000,000) shares of common stock (the "Company Common Stock"), and Two Million Seven Hundred Twenty-Seven Thousand Two Hundred Seventy-Two (2,727,272) shares of Preferred Stock (the "Company Preferred Stock"), all of which are designated Series A Preferred Stock. The total number of shares outstanding and entitled to vote on the Merger as of the date of the Merger Agreement was Eight Million One Hundred and Eight Thousand, Nine Hundred Eighty-Eight (8,108,988) shares of Company Common Stock; of which Two Million Seven Hundred Twenty-Seven Thousand Two Hundred Seventy-Two (2,727,272) were Company Preferred Stock and of which Five Million Three Hundred Eighty-One Thousand Seven Hundred Sixteen (5,381,716) were Company Common Stock. A vote of a majority of the outstanding shares of Company Common Stock and Company Preferred Stock, on an as-converted basis, voting together as a single class, and a majority vote of the outstanding shares of Company Preferred Stock, voting as a separate class, was required to approve the Merger and the principal terms of the Merger Agreement.

(4) The principal terms of the Merger Agreement were duly approved by the board of directors and by the shareholders of the Company by a vote that equaled or exceeded the vote required.

I further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

Date: February 1, 2010

By:   
Michael J. Eck, President

By:   
Michael J. Eck, Secretary

ANVIL MERGER SUB CORPORATION

OFFICERS' CERTIFICATE OF APPROVAL OF MERGER

The undersigned, Joseph W. Secondine, Jr. and John A. Cottingham, hereby certify that:

1. They are the Vice President and Secretary, respectively, of Anvil Merger Sub Corporation, a California corporation (the "Merging Corporation").
2. The Agreement of Merger to which this Certificate is attached (the "Merger Agreement"), providing for the merger (the "Merger") of the Merging Corporation, with and into AcroMetrix, a California corporation, was duly approved by the board of directors and by the sole shareholder of the Merging Corporation.
3. The authorized capital stock of the Merging Corporation consists of 1,000 shares of common stock, par value \$0.01 per share ("Merging Corporation Common Stock"). The total number of shares of Merging Corporation Common Stock outstanding and entitled to vote on the Merger Agreement was 1,000 shares of Merging Corporation Common Stock. A vote of a majority of the outstanding shares of Merging Corporation Common Stock was required to approve the Merger and the principal terms of the Merger Agreement.
4. The Merger and the principal terms of the Merger Agreement were approved by the consent of the sole shareholder of the Merging Corporation holding 100% of the Company's issued and outstanding shares, which vote exceeded the vote required.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: February 1, 2010

By: Joseph W. Secondine, Jr.  
Joseph W. Secondine, Jr., Vice President

By: John A. Cottingham  
John A. Cottingham, Secretary