

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Coulbom, Inc.		08/20/2010	CORPORATION: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CAC Investment Holding LLC		
<b>Street Address:</b>	84 October Hill Road		
<b>City:</b>	Holliston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01746		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2273647	TRU SCAN	
Registration Number:	2547737	GRAPHIC STATE	
Registration Number:	2925160		
Registration Number:	3048658	COULBOURN	
Registration Number:	2970145	CI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(248)351-3082		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(734) 222-4776		
<b>Email:</b>	jbisdorf@jaffelaw.com		
<b>Correspondent Name:</b>	Jeremy D. Bisdorf		
<b>Address Line 1:</b>	201 S. Main St., Suite 300		
<b>Address Line 4:</b>	Ann Arbor, MICHIGAN 48104		
<b>ATTORNEY DOCKET NUMBER:</b>	COULB-IP		

**CH \$140.00 2273647**

**900170128**

**TRADEMARK  
 REEL: 004266 FRAME: 0103**

NAME OF SUBMITTER:	Jeremy D. Bisdorf
Signature:	/jdb/
Date:	08/24/2010
<b>Total Attachments: 7</b> source=Coulbourn TM Assignment#page1.tif source=Coulbourn TM Assignment#page2.tif source=Coulbourn TM Assignment#page3.tif source=Coulbourn TM Assignment#page4.tif source=Coulbourn TM Assignment#page5.tif source=Coulbourn TM Assignment#page6.tif source=Coulbourn TM Assignment#page7.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is entered into on August 20, 2010, but effective as of August 23, 2010, by COULBOURN, INC., a Pennsylvania corporation having offices at 7462 Penn Drive, Allentown, Pennsylvania 18106 ("ASSIGNOR") to and in favor of CAC INVESTMENT HOLDING LLC, a Delaware limited liability company having offices at 84 October Hill Road, Holliston, Massachusetts 01746 ("ASSIGNEE").

### RECITALS:

A. The parties entered that certain Asset Purchase Agreement on August 20, 2010, but effective as of August 23, 2010 (the "Purchase Agreement").

B. As required by the Purchase Agreement, the parties wish to effect the conveyance of all of Assignor's right, title and interest in and to all Intellectual Property associated with, or used in connection with or related to the Business.

### AGREEMENTS:

NOW, THEREFORE, the parties agree as follows:

1. **Definitions.** Any capitalized term in this Assignment not specifically defined in this Assignment will have the meaning as provided for in the Purchase Agreement. For purposes of this Assignment, the defined term Intellectual Property will retain the meaning as provided for in the Purchase Agreement and will also include, but not be limited to, the intellectual property described in the attached Exhibit A.

2. **Payment.** The parties acknowledge that the consideration for the Intellectual Property has been included within the Purchase Price and no further payment is due by Assignee to Assignor for the Intellectual Property. Assignor acknowledges receipt of such payment.

3. **Assignment.**

- a. Assignor hereby grants, transfers, assigns and conveys to Assignee, its successors and assigns, the entire right, title, interest, ownership and all subsidiary rights in and to the Intellectual Property and all rights associated with all such Intellectual Property whether now owned or existing or hereafter acquired or arising.
- b. To the extent the rights associated with the Intellectual Property constitute patent rights, the rights assigned to Assignee include, but are not limited to, the following:
  - i. All divisions, continuations, renewals or reissues of such patents,
  - ii. All income, royalties, damages and payments now and hereinafter due and or payable with respect to such patents, including, without limitation, payments

under all licenses entered into in connection therewith and damages and payments for past or future infringements of such patents;

- iii. The exclusive right to sue for past, present and future infringements of such patents,
  - iv. All of Assignor's rights corresponding thereto throughout the world,
  - v. All license and sublicense agreements with any other party in connection with such patents; and
  - vi. All goodwill associated therewith.
- c. To the extent the rights associated with the Intellectual Property constitute trademark rights, the rights assigned to Assignee include, but are not limited to, the following:
- i. All goodwill associated with such trademarks, including, but not limited to, any and all rights to register and to renew the trademarks,
  - ii. All income, royalties, damages and payments now and hereinafter due and or payable with respect to such trademarks, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements of such trademarks,
  - iii. The exclusive right to sue for past, present and future infringements of such trademarks,
  - iv. All of Assignor's rights corresponding thereto throughout the world,
  - v. All license and sublicense agreements with any other party in connection with such trademarks; and
  - vi. All goodwill associated therewith.
- d. Upon execution of this Assignment, Assignor shall initiate a transfer request for each of the domain names assigned pursuant to the Purchase Agreement (the "Domain Names"). Assignor agrees to duly execute, acknowledge and deliver to Assignee, or cause to be executed, acknowledged and delivered to Assignee, electronically or otherwise, any and all further agreements, documents or instruments which are necessary to fully effectuate the purposes and intent of this Assignment, including, without limitation, a registrant name change agreement or any similar document or instrument required by the applicable ICANN-accredited domain name registrar responsible for registering and administering the Domain Names (the "Registrar"). Assignor agrees to pay all filing fees of the Registrar

incurred in connection with this Assignment of the Domain Names. Assignor hereby irrevocably consents and authorizes the current Registrar(s) of the Domain Names to transfer the Domain Names to Assignee. Assignor further agrees to fully cooperate with Assignee and the Registrar of the Domain Names to facilitate the filing and processing of all forms and other formalities necessary to complete the transfer of the registration of the Domain Names. Assignor further agrees to fully cooperate and follow Assignor's reasonable instructions to effectuate the transfer of the Domain Names in a timely manner.

- e. Assignor hereby confirm that Assignee and its successors and assigns, own the entire right, title and interest in the Intellectual Property.
- f. Assignor will take all actions and cooperate as is necessary to protect the rights associated with the Intellectual Property and execute any documents that might be necessary to perfect Assignee's ownership of the rights associated with the Intellectual Property and to register ownership of such rights.

#### 4. Miscellaneous.

- a. This written Assignment, including all exhibits attached hereto and documents to be delivered pursuant hereto and shall constitute the entire agreement and understanding of the parties, and, there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants not contained herein.
- b. In the event that any provision of this Assignment shall be unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid, or shall be excised from this Assignment, as circumstances require, and this Assignment shall be construed as if said provision had been incorporated herein as so limited, or as if said provision had not been included herein, as the case may be, provided the economic benefits provided to each party hereunder are not prejudiced or viliated thereby.
- c. Headings of sections are for convenience of reference only, and shall not be construed as a part of this Assignment.
- d. This Assignment shall be binding upon and shall inure to the benefits of the parties hereto and their respective heirs, executors, personal representatives, successors, and permitted assigns.
- e. This Assignment shall be construed in accordance with and governed in all respects by the laws of The Commonwealth of Massachusetts
- f. This Assignment may be executed in any number of counterparts and by different parties hereto in separate counterparts, with the same effect as if all parties had

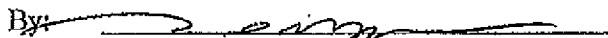
signed the same document. All such counterparts will be deemed to be an original, shall be construed together and shall constitute one and the same instrument. Photostatic, facsimile, scanned and electronic reproductions of this Agreement may be made and relied upon to the same extent as originals.

*[Signatures on following page]*

IN WITNESS WHEREOF, ASSIGNOR has executed this Assignment of Intellectual Property as of the date and year first above written.

ASSIGNOR:

COULBOURN, INC.,  
a Pennsylvania corporation

By: 

Name: Paul Morzuc

Title: President

Date: 8-20-2010

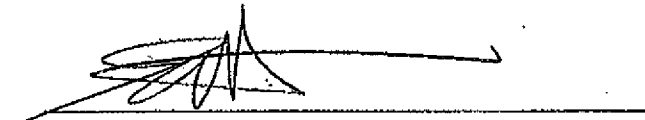
STATE OF Pennsylvania }  
COUNTY OF Lehigh } ss.

On August 20, 2010, before me, Elizabeth Martell, personally appeared Paul Morzuc on behalf of Coulbourn, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]


COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Elizabeth Martell, Notary Public  
Upper Macungie Twp., Lehigh County  
My Commission Expires March 28, 2012  
Member, Pennsylvania Association of Notaries



Notary Signature

[Signature page to Intellectual Property Assignment]

**EXHIBIT A**

SERIAL NO.	REG. NO	MARK	APPLICATION / REGISTRATION DATE	NEXT DEADLINE
75/397,978	2,273,647	<b>Tru Scan</b>	December 1, 1997 / August 31, 1999	August 31, 2019 – Section 8 / 9 Due
75/597,123	2,547,737	GRAPHIC STATE	November 30, 1998 / March 12, 2002	March 12, 2012 – Section 8 / 9 Due
11/255,065		Portable Physiology.	Pending patent	
78/338,997	2,925,160		December 10, 2003 / February 8, 2005	February 8, 2011 – Section 8 Due
78/338,777	3,048,658	COULBOURN	December 10, 2003 / January 24, 2006	January 24, 2012 – Section 8 Due
78/338,921	2,970,145	—	December 10, 2003 / July 19, 2005	July 19, 2011 – Section 8 Due

**Domain Names:**

COULBOURN.BIZ  
 COULBOURN.CN  
 COULBOURN.COM  
 COULBOURN.DE  
 COULBOURN.MOBI  
 COULBOURN.NET  
 COULBOURN.ORG  
 COULBOURN.US  
 COULBOURNINC.COM  
 COULBOURNINC.NET  
 COULBOURNINC.ORG  
 COULBOURNINST.COM  
 COULBOURNINSTRUMENTS.BIZ  
 COULBOURNINSTRUMENTS.COM  
 COULBOURNINSTRUMENTS.NET  
 COULBOURNINSTRUMENTS.US  
 LABSUPPLY.ORG 5/21/2011 Active - Locked  
 LIFESCIENCESUPPLY.COM 1/31/2012 Active - Locked  
 LIFESCIENCESUPPLY.NET 1/31/2012 Active - Locked  
 MEDASSOCIATES.BIZ 8/13/2011 Active - Locked



MEDASSOCIATES.MOBI 12/8/2010 Active - Locked  
 MEDASSOCIATES.US 8/13/2011 Active - Locked  
 MEDCOMPUTERS.NET 1/31/2012 Active - Locked  
 MEDCOMPUTING.NET 1/31/2012 Active - Locked  
 MEDCOMPUTING.ORG 3/18/2012 Active - Locked  
 MEDINSTRUMENTS.BIZ 8/13/2011 Active - Locked  
 MEDINSTRUMENTS.NET 1/31/2012 Active - Locked  
 MEDPHYSIOLOGY.COM 1/31/2012 Active - Locked  
 MEDPHYSIOLOGY.NET 1/31/2012 Active - Locked  
 MMORTG.COM 1/12/2012 Active - Locked  
 MMORTG.NET 1/12/2012 Active - Locked  
 MMORTG.ORG 1/12/2012 Active - Locked  
 NEUROPUMPS.COM 1/31/2012 Active - Locked  
 NEUROSCIENCE.CC 5/21/2011 Active - Locked  
 NEUROSCIENCESUPPLY.COM 1/31/2012 Active - Locked  
 NEUROSCIENCESUPPLY.NET 1/31/2012 Active - Locked  
 ONESTOPLAB.COM 1/31/2012 Active - Locked  
 ONESTOPLAB.NET 1/31/2012 Active - Locked  
 PRECISIONPUMPS.BIZ 7/28/2011 Active - Locked  
 PRECISIONPUMPS.NET 1/31/2012 Active - Locked  
 RESEARCHPUMPS.COM 1/31/2012 Active - Locked  
 RISEOFRESEARCH.COM 1/31/2012 Active - Locked

**Patents and Patent Applications:**

APPLICATION NO.	REGISTRATION NO.	TITLE	APPLICATION / REGISTRATION DATE	NEXT DEADLINE
11/255,065 Pub. No.: 20060094935	NA	Portable psychophysiology system and method of use	NA. Filed on October 20, 2005. Published on May 4, 2006.	Unavailable.