

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------|----------|----------------|----------------------|
| Data Innovations, Inc. | | 09/27/2010 | CORPORATION: VERMONT |

RECEIVING PARTY DATA

| | |
|--------------------------|-------------------------------------|
| Name: | Data Innovations, LLC |
| Street Address: | 120 Kimball Avenue |
| Internal Address: | Suite 100 |
| City: | South Burlington |
| State/Country: | VERMONT |
| Postal Code: | 05403 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 15

| Property Type | Number | Word Mark |
|----------------|----------|--------------------------|
| Serial Number: | 77811032 | RHOADS |
| Serial Number: | 77811068 | RHOADS |
| Serial Number: | 77643801 | IMSOLUTIONS - HEMATOLOGY |
| Serial Number: | 77643799 | IMSOLUTIONS |
| Serial Number: | 77639814 | IMPOWERED |
| Serial Number: | 77228232 | IMPOWERED |
| Serial Number: | 77228224 | IS YOUR LAB IMPOWERED? |
| Serial Number: | 77639809 | IS YOUR LAB IMPOWERED? |
| Serial Number: | 77639662 | IMPOWERED |
| Serial Number: | 77228874 | IMPOWERED |
| Serial Number: | 77169755 | DATA INNOVATIONS |
| Serial Number: | 75796057 | DI |
| Serial Number: | 75525424 | DATA INNOVATIONS |

CH \$390.00 77811032

| | | |
|----------------|----------|--------------|
| Serial Number: | 74294655 | QC-EASY |
| Serial Number: | 74102662 | EP EVALUATOR |

CORRESPONDENCE DATA

Fax Number: (617)937-2400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6179372418
Email: aanderson@cooley.com
Correspondent Name: Anna Anderson, Paralegal c/o Cooley LLP
Address Line 1: 500 Boylston Street
Address Line 4: Boston, MASSACHUSETTS 02116

| | |
|-------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 021045-1021 |
| NAME OF SUBMITTER: | Anna Anderson |
| Signature: | /Anna Anderson/ |
| Date: | 10/22/2010 |

Total Attachments: 6
source=DI_Assignment#page1.tif
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source=DI_Assignment#page4.tif
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INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT** (the “**IP Assignment Agreement**”), dated as of September 27, 2010, is entered into by and among **DATA INNOVATIONS, INC.**, a Vermont corporation (the “**Assignor**”) and **DATA INNOVATIONS, LLC**, a Delaware limited liability company (“**Assignee**”). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in that certain Purchase Agreement, of even date herewith, by and among the Assignor, the Assignee and the Designated Stockholders, Overseas Sellers and other Selling Entities named therein (the “**Purchase Agreement**”).

RECITALS:

WHEREAS, pursuant to the terms and conditions of a Purchase Agreement, the Assignor wishes to sell, transfer, convey, assign and deliver to the Assignee, and the Assignee has agreed to acquire and accept, all of the Assignor’s right, title and interest in and to the Business IP that is used or useful in the operation of the DINA Business(the “**DINA Business IP**”); and

WHEREAS, Assignee wishes to acquire, and Assignor wishes to transfer all right, title and interest in and to the DINA Business IP, including all rights to sue and recover for past infringement or wrongful use thereof everywhere in the world.

NOW, THEREFORE, in consideration of the premises, and in connection with the Assignor’s transfer of its assets to the Assignee by an instrument of even date herewith, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee all right, title and interest in and to the DINA Business IP, all together with the goodwill of the DINA Business in connection with which the DINA Business IP is used, and with any and all renewals and extensions of the registrations for the DINA Business IP that may be secured under any applicable law now or hereafter in effect, and Assignee hereby accepts such assignment.

Assignor will provide to Assignee, its successors, assigns or other legal representatives, all reasonable cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths and other documentation, and the delivery of any and all samples, exhibits, specimens and the like in the control of Assignor):

- (i) in the preparation and prosecution of any applications for registration or any applications for renewal of registrations covering the DINA Business IP and in the prosecution or defense of any opposition, interference, infringement suits or other proceedings that may arise in connection with any of the DINA Business IP, including testifying as to any facts relating to the DINA Business IP or this IP Assignment Agreement; provided, however, that Assignee shall (A) pay Assignor a consulting fee on an hourly basis reasonably satisfactory to Assignor in connection with any form of cooperation and assistance (including, without limitation, all voluntary testimony, whether oral or written) that Assignor may provide to Assignee relating to any of the foregoing; (B) reimburse Assignor for any and all documented expenses or disbursements associated with such matters

(including, without limitation, reasonable attorney fees); and (C) be entitled to retain the entire amount of any recovery or settlement; and

(ii) in the implementation or perfection of this IP Assignment Agreement.

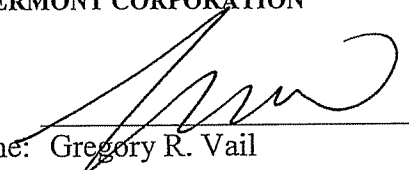
Each party acknowledges and agrees that neither the representations and warranties nor the rights, remedies or obligations of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this IP Assignment Agreement. In the event of any conflict or inconsistency between the terms of this IP Assignment Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Delaware without regard to its rules regarding conflicts of law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment Agreement to be duly executed as of the day and year first above written.

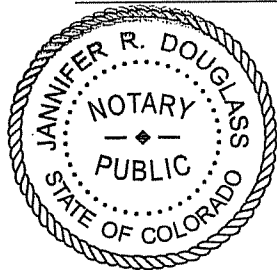
DATA INNOVATIONS, INC.
A VERMONT CORPORATION

By: 
Name: Gregory R. Vail
Title: President

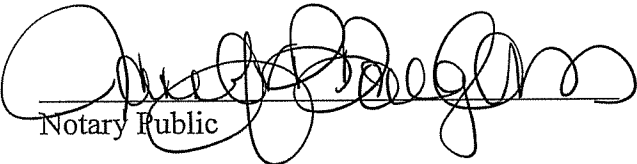
STATE OF COLORADO
COUNTY OF ARAPAHOE

On this 23 day of September, 2010, before me, a Notary Public in and for the State and County foresaid, personally appeared Gregory R. Vail, known by me to be the person above named and an officer of Data Innovations, Inc., who is duly authorized to execute this Assignment on behalf of Data Innovations, Inc. and who signed and executed the foregoing instrument on behalf of Data Innovations, Inc.


Notary Public: _____
My Commission Expires: _____



My Commission Expires 09/08/2012


Notary Public

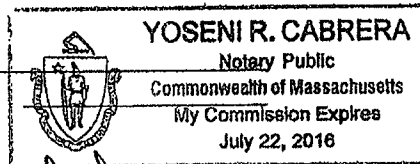
DATA INNOVATIONS LLC
A DELAWARE LIMITED LIABILITY COMPANY

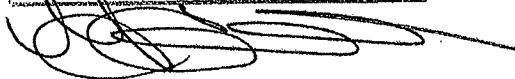
By: 
Name: R. David Tabors
Title: Manager

STATE OF MA
COUNTY OF NORFOLK

On this 24 day of September, 2010, before me, a Notary Public in and for the State and County foresaid, personally appeared R. David Tabors, known by me to be the person above named and the Manager of Data Innovations LLC, who is duly authorized to execute this Assignment on behalf of Data Innovations LLC and who signed and executed the foregoing instrument on behalf of Data Innovations LLC.

Notary Public: _____
My Commission Expires: _____





(Signature Page to DINA IP Assignment and Assumption Agreement)

DINA Trademark And Service Mark Registrations and Applications with the US Patent And Trademark Office

| Serial Number | Reg. Number | Word Mark | Class | Registration Date | Next Filing Due | Next Filing Due By | Comments |
|---------------|-------------|---|--------|-------------------|-----------------------------|--------------------|---|
| 77811032 | | RHOADS | 9 & 42 | | | | Application has been published for opposition as of 9/14/2010 |
| 77811068 | 3774483 |  | 9 & 42 | 4/13/2010 | Section 8 or Section 8 & 15 | 4/13/16 | |
| 77643801 | 3675791 | IMSOLUTIONS - HEMATOLOGY | 42 | 9/1/2009 | Section 8 or Section 8 & 15 | 9/1/2015 | |
| 77643799 | 3651048 | IMSOLUTIONS | 42 | 7/7/2009 | Section 8 or Section 8 & 15 | 7/7/2015 | |
| 77639814 | 3650931 | IMPOWERED | 42 | 7/7/2009 | Section 8 or Section 8 & 15 | 7/7/2015 | |
| 77228232 | 3582180 | IMPOWERED | 9 | 3/3/2009 | Section 8 or Section 8 & 15 | 3/3/2015 | |
| 77228224 | 3625188 | IS YOUR LAB IMPOWERED? | 9 | 5/26/2009 | Section 8 or Section 8 & 15 | 5/26/2015 | |
| 77639809 | 3650929 | IS YOUR LAB IMPOWERED? | 42 | 7/7/2009 | Section 8 or Section 8 & 15 | 7/7/2015 | |
| 77639662 | 3654179 |  | 42 | 7/14/2009 | Section 8 or Section 8 & 15 | 7/14/2015 | |
| 77228874 | 3582181 |  | 9 | 3/3/2009 | Section 8 or Section 8 & 15 | 3/3/2015 | |
| 77169755 | 3649248 | DATA INNOVATIONS | 9 | 7/7/2009 | Section 8 or Section 8 & 15 | 7/7/2015 | |
| 75796057 | 2372868 |  | 42 | 8/1/2000 | Renewal | 8/1/2020 | |

| Serial Number | Reg. Number | Word Mark | Class | Registration Date | Next Filing Due | Next Filing Due By | Comments |
|---------------|-------------|------------------|-------|-------------------|-----------------|--------------------|-----------------------|
| 75525424 | 2318196 | DATA INNOVATIONS | | | | | |
| 74294655 | 1758125 | QC-EASY | 9 | 3/16/1993 | Renewal | 3/16/2013 | |
| 74102662 | 1683494 | EP EVALUATOR | 9 | 4/14/1992 | Renewal | 4/14/2012 | SUPPLEMENTAL REGISTER |

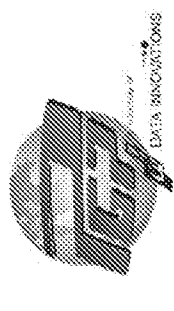
DIE/PGP (BE)/PGP(UK)/SDLM Registrations Of Trademarks/Service Marks - None.
DIA Registrations Of Trademarks/Service Marks - None.
DILA Registration Of Trademarks/Service Marks - None.

DINA claims common law trademark rights in and uses the designator TM on the following mark:

- Instrument Manager TM

DIE claims common law trademark rights in the following marks:

- LPM
- Lab Production Manager
- The logo design below for its PGP subsidiary:



PATENTS REGISTERED BY EACH SELLING ENTITY:

None of the Selling Entities has any Patents Registrations or Applications.