

**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>
United States Pharmacopeial Convention		12/01/2008	CORPORATION: DISTRICT OF COLUMBIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Quantros, Inc.		
<b>Street Address:</b>	690 N. McCarthy Blvd.		
<b>City:</b>	Milpitas		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95035		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2922205	MEDMARX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(301)998-6798		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	301-230-6323		
<b>Email:</b>	ecd@usp.org		
<b>Correspondent Name:</b>	United States Pharmacopeial Convention		
<b>Address Line 1:</b>	12601 Twinbrook Parkway		
<b>Address Line 2:</b>	Eleanor DaCosta		
<b>Address Line 4:</b>	Rockville, MARYLAND 20852		
<b>NAME OF SUBMITTER:</b>	Eleanor DaCosta		
<b>Signature:</b>	//E. DaCosta//		
<b>Date:</b>	01/12/2011		

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**Total Attachments: 3**

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**FIRST AMENDMENT TO  
STRATEGIC MARKETING, SALES,  
PRODUCT MANAGEMENT AND SUPPORT AGREEMENT**

THIS First Amendment (the "First Amendment") to the Strategic Marketing, Sales, Product Management and Support Agreement (the "Agreement"), which was effective on November 1, 2007, is effective on December 1, 2008 (the "Effective Date") and is by and between Quantros, Inc., a California corporation ("QUANTROS") and The United States Pharmacopeial Convention, a District of Columbia corporation ("USP"). Quantros and USP are hereinafter sometimes referred to collectively as the "Parties" and individually as a "Party." Terms not defined herein shall have the same meaning as set forth in the Agreement.

WHEREAS, the Parties desire to amend the Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows.

1. The Amendment. The Parties agree that it is the intent of this First Amendment to revise the Agreement to the extent necessary to provide that, as of the Effective Date of this First Amendment, QUANTROS has purchased the MEDMARX Product and Program from USP and USP has sold the MEDMARX Product and Program, and, except for the warranties and representations and conditions, as set forth in Articles III, IV, V and VI of the Agreement, neither Party shall have any obligations or duties with respect to the other Party except as set forth herein.

1.1 Section 1.1 (h) is deleted in its entirety and replaced by the following language as of the Effective Date of this First Amendment:

"USP shall give QUANTROS all copies of and access to all source codes and documentation ("Source Code") for the MEDMARX Product. USP shall not retain any copies of such Source Code nor use it in manner whatsoever."

1.2 Section 1.1 (i) and Exhibit I of the Agreement are deleted in their entirety. Section 1.1 (i) is replaced by the following language as of the Effective Date of this First Amendment:

"USP shall transfer full and complete ownership of and good and valid title, free of any encumbrances, for all of the equipment, materials, prototypes, tools, supplies, vehicles, furniture, fixtures, improvements and other tangible assets and intellectual property associated with the MEDMARX Program, including without limitation all associated Source Code, Source Code Modifications, patents, copyrights and trademarks, the MedMarx domain, logo and all modifications to the MEDMARX Program made under Article I, Section 1.1.f above (collectively "Assets and IP"). USP warrants and represents that it owns, and has good and valid title to, all of the Assets and IP free and clear of any encumbrances."

1.3 Section 1.2 and Exhibit D of the Agreement are deleted in their entirety. The Parties shall work together in good faith to develop a transition plan to ensure that QUANTROS will continue to provide to USP information about adverse events from QUANTROS' databases (including MEDMARX) for the purposes of USP standards-setting, and possible collaborations regarding creation of educational programs and services for practitioners. The standards-related information should include trends, signals, and supportive information for standards development and revision that may be prompted by QUANTROS or requested by USP. The Parties agree that the transition plan shall be in place on or within 60 days following the Effective Date.

1.4 Sections 1.3 (b), (c) and (e) of the Agreement are deleted in their entirety. The first sentence of Section 1.3 (d) is deleted in its entirety. The second sentence of Section 1.3 (d) is modified as follows: "QUANTROS shall not itself, nor authorize others, to use the name, symbols, or trademarks of USP in any advertising or publicity material, or make any form of representation or statement with regard to MEDMARX which could reasonably constitute an express or implied endorsement by USP of MEDMARX or QUANTROS."

1.5 QUANTROS shall only be responsible for the payments set forth in Section 1.4 (b) and Exhibit E, (B) through the end of calendar year 2008. QUANTROS shall only be responsible for the payments set forth in Sections 1.4, (a) and Exhibit E, (A) through the end of June 30, 2012 at a USP Royalty Fee of 22.5%.

2. THE ASSETS AND IP AND ALL ASSOCIATED MATERIALS ARE PROVIDED TO QUANTROS "AS IS" AND USP MAKES NO WARRANTIES, REPRESENTATIONS OR GUARANTEES NOR ANY TERMS AND/OR CONDITIONS OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED WHETHER BY STATUTE, COMMON LAW, CUSTOM, COURSE OF DEALING OR OTHERWISE, REGARDING THEM, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

3. QUANTROS agrees to defend, indemnify and hold harmless USP and its affiliates, officers, employees, agents and representatives from and against all claims, demands, obligations, losses, liabilities, damages, recoveries and deficiencies, including interest, penalties and reasonable attorneys' fees, costs and expenses arising out of, resulting from or related in any way whatsoever to the transfer of the Assets and IP from USP to QUANTROS.

4. Except as intended by the Parties and/or as explicitly modified by this First Amendment, the provisions of the Agreement will continue in full force and effect. The Parties agree that, if there is any inconsistency between this First Amendment and/or the intent of this First Amendment, as set forth in Section 1 above, and the Agreement, this First Amendment will prevail.

5. This First Amendment and the Agreement, together, embody the entire agreement between the Parties with respect to the subject matter thereof and may be modified only by a writing signed by all Parties.

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6. This First Amendment may be signed by facsimile and executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. If one or more provisions of this First Amendment are held to be unenforceable under applicable law, such provision shall be excluded from this First Amendment and the balance of the First Amendment shall be interpreted as if such provision was so excluded and shall be enforceable in accordance with its terms.

8. The Parties agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this First Amendment. The provisions of this Amendment are for the benefit of the Parties and no third party, including without limitation creditors of the Parties, may seek to enforce or benefit from these provisions.

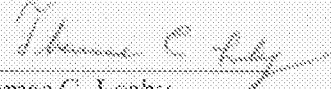
9. The Parties agree that this First Amendment shall remain in full force and effect and effective and the obligations and covenants set forth herein shall be applicable even if the Agreement is terminated or no longer is in effect or effective.

10. Each Party warrants and represents to the other Party that the obligations created by this Amendment, insofar as they purport to be binding on a Party, constitute legal, valid and binding obligations enforceable in accordance with their terms.

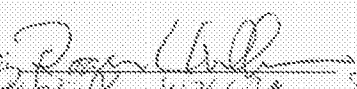

11. The Parties incorporate by reference the General Provisions of Article IX of the Agreement and agree that they shall be applicable to this First Amendment.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the Effective Date

QUANTROS

Signature:   
Name: Thomas C. Leahy  
Title: Executive Vice President  
Date Signed: December 2, 2008

USP

Signature:   
Name: Ryan Walsh  
Title:   
Date Signed: December 2, 2008