

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BIOLOGICS, INC.		05/02/2011	CORPORATION: FLORIDA
Mark A. HAGOPIAN		05/02/2011	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	JOERNS, LLC		
Street Address:	5001 Joerns Drive		
City:	Stevens Point		
State/Country:	WISCONSIN		
Postal Code:	54481		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2221429	MICROSOLO	
Registration Number:	3599428	DOLPHIN BED	
Registration Number:	3620136	DOLPHIN TECHNOLOGY	
Registration Number:	3632245	DOLPHIN PRESSURE REDISTRIBUTION SYSTEM	
Registration Number:	3632246	DOLPHIN PAD	
Registration Number:	3632247	DOLPHIN MATTRESS	
Registration Number:	3808666	FLUID IMMERSION SIMULATION	
Registration Number:	3822730	AUTOVECTOR	
Serial Number:	77654091	DOLPHIN	
Serial Number:	77658020	FLUID IMMERSION SIMULATION FROM DOLPHINS	
CORRESPONDENCE DATA			
Fax Number:	(202)637-5910		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			

CH \$265.00 2221429

900190813

**TRADEMARK
 REEL: 004532 FRAME: 0874**

Phone: 2026375703
Email: dcptopatent@hoganlovells.com
Correspondent Name: Celine Jimenez Crowson
Address Line 1: 555 Thirteenth Street, N.W.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	24166-002
NAME OF SUBMITTER:	Celine Jimenez Crowson
Signature:	/Celine Jimenez Crowson/
Date:	05/03/2011

Total Attachments: 7
source=assignpat#page1.tif
source=assignpat#page2.tif
source=assignpat#page3.tif
source=assignpat#page4.tif
source=assignpat#page5.tif
source=assignpat#page6.tif
source=assignpat#page7.tif

ASSIGNMENT OF PATENTS AND TRADEMARKS

THIS ASSIGNMENT OF PATENTS AND TRADEMARKS (this “**Assignment**”), dated as of May 2, 2011, is entered into among **BIOLOGICS, INC.**, a Florida corporation (“**Seller**”), **MARK A. HAGOPIAN** (“**Stockholder**”) and **JOERNS, LLC**, a California limited liability company (“**Buyer**”). Seller, Stockholder and Buyer are sometimes referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties.**” Unless otherwise provided in this Assignment, capitalized terms not otherwise defined in this Assignment, including in the recitals hereto, shall have the meanings attributed to such terms in the APA.

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of May 2, 2011, entered into among the Parties (the “**APA**”), Seller and Stockholder sold to Buyer, and Buyer purchased from Seller and Stockholder, the Purchased Intellectual Property, including the AutoVector Patents and AutoVector Marks, on the terms and subject to the conditions and exceptions set forth herein and in the APA;

WHEREAS, to evidence and effect the assignment to Buyer of the AutoVector Patents set forth on Exhibit A attached hereto (the “**Assigned Patents**”) and the AutoVector Marks set forth on Exhibit B attached hereto (the “**Assigned Marks**”) as provided for in the APA, Seller and Stockholder have agreed to deliver this Assignment to Buyer; and

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants, agreements and provisions set forth herein and in the APA and the Other Agreements, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Assignment of Assigned Patents. As of the date first written above each of Seller and Stockholder hereby sells, conveys, transfers, assigns, and delivers to Buyer, and Buyer hereby purchases, takes delivery of and acquires from Seller and Stockholder, all of each of Seller’s and Stockholder’s respective rights, title and interests in, to and under the Assigned Patents in the United States and its territorial possessions and in all foreign countries and the entire right, title and interest, including the right to sue for past infringement, if any, and all rights pursuant to 35 U.S.C. §154, in and to any and all letters patent which may be granted therefor in the United States and its territorial possession and in any and all foreign countries and in and to any and all divisions, continuations, substitutions, renewals, re-examination, extension and reissues thereof, and any other applications claiming priority thereto and foreign counterparts thereof,

2. Assignment of Assigned Marks. As of the date first written above each of Seller and Stockholder hereby sells, conveys, transfers, assigns, and delivers to Buyer, and Buyer hereby purchases, takes delivery of and acquires from Seller and Stockholder, all of each of Seller’s and Stockholder’s respective rights, title and interests in, to and under the Assigned Marks in the United States and its territorial possessions and in all foreign countries, together with the goodwill of the business symbolized by the Assigned Marks and the right to sue and collect damages and/or profits for past infringements of the Assigned Marks.

3. Regulatory Authorities. Each of Seller and Stockholder hereby authorizes the Commissioners for Patents and Trademarks of the U.S. Patent and Trademark Office and other empowered officials of relevant intellectual property offices and other governmental or regulatory authorities in each jurisdiction other than the United States, to record the transfer to Buyer of all of each of Seller’s and Stockholder’s respective rights, title and interests in, to and under the

Assigned Patents and Assigned Marks, and to issue all future registrations and other rights relating to such Assigned Patents and Assigned Marks to Buyer.

4. Controlling Document. In the event of any conflict between this Assignment and the APA, the provisions in the APA shall control.

5. Further Assurances. It is the intent of the Parties that all of each of Seller's and Stockholder's respective rights, title and interests in, to and under the Assigned Patents and Assigned Marks be sold, conveyed, transferred, assigned and delivered to Buyer as set forth herein and in the APA. From time to time after the Closing Date, at the request of Buyer or Seller but without further consideration, Seller, Buyer or Stockholder, as the case may be, will each execute and deliver to another Party such other instruments of conveyance, assignment and transfer and take such other actions as Buyer and/or Seller reasonably may request in order to consummate the transactions contemplated by the APA and the Other Agreements.

6. Entire Agreement. This Assignment may not be amended, supplemented or otherwise modified except by an instrument in writing signed by all of the Parties hereto. This Assignment, the APA and the Other Agreements contain the entire agreement of the Parties hereto with respect to the Transaction.

7. Governing Law. This Assignment (including any claim or controversy arising out of or relating to this Assignment) shall be governed by the law of the State of Florida without regard to conflict of law principles that would result in the application of any Law other than the Laws of the State of Florida.

8. Counterparts. This Assignment may be executed manually or by facsimile by the Parties, in any number of counterparts, each of which shall be considered one and the same agreement and shall become effective when a counterpart hereof shall have been signed by each of the Parties and delivered to each of the other Parties.

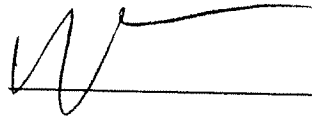
9. Construction. The language in all parts of this Assignment shall be construed, in all cases, according to its fair meaning. The Parties acknowledge that each Party and its counsel have reviewed and revised this Assignment and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Assignment. The rules of interpretation in Section 8.13 of the APA shall apply to this Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Stockholder has executed this Assignment as of the date first above written.

STOCKHOLDER:

MARK A. HAGOPIAN



STATE OF Florida)

) ss.:

COUNTY OF Pinellas)

On this 29 day of April, 2011, before me, a Notary Public duly commissioned, qualified and acting, within and for the County and State, appeared in person the within named Mark A. Hagopian to me personally known and further stated and acknowledged that he has so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and official seal this 29 day of April, 2011.



Notary Public

IN WITNESS WHEREOF, Biologics has caused this Assignment to be executed by its duly authorized officer as of the date first above written.

SELLER:

BIOLOGICS, INC.

By: 

Name: Mark A. Hagopian

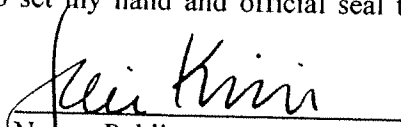
Title: President

STATE OF Florida)

COUNTY OF Pinellas) ss.:

On this 29 day of April, 2011, before me, a Notary Public duly commissioned, qualified and acting, within and for the County and State, appeared in person the within named Mark A. Hagopian to me personally known, who stated that he is the President of Biologics, Inc. and is duly authorized in that capacity to execute the foregoing instrument for and in the name and on behalf of the corporation, and further stated and acknowledged that he has so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and official seal this 29 day of April, 2011.


Notary Public

IN WITNESS WHEREOF, Buyer has caused this Assignment to be executed by its duly authorized officer as of the date first above written.

BUYER:

JOERNS, LLC

By: _____

Name: Mark Ludwig

Title: Authorized Signatory

EXHIBIT A

Assigned Patents

1. U.S. Patent No. 5,963,997 for “Low Air Loss Patient Support System Providing Active Feedback Pressure Sensing and Correction Capabilities for Use as a Bed Mattress and a Wheelchair Seating System,” issued October 12, 1999.
2. EP Patent Application No. 0872197 A2, A3 for “A Low Air Loss Patient Support System Providing Active Feedback Pressure Sensing and Correction Capabilities for Use as a Bed Mattress and a Wheelchair Seating System,” published October 21, 1998 (A2) and May 10, 2000 (A3).

EXHIBIT B

Assigned Trademarks

<u>Mark</u>	<u>Country</u>	<u>Reg./Ser.No.</u>	<u>Filing Date</u>	<u>Reg. Date</u>
Microsolo	United States	2,221,429	10/8/1997	2/2/1999
Dolphin Bed	United States	3,599,428	9/25/2007	3/31/2009
Dolphin Technology	United States	3,620,136	9/25/2007	5/12/2009
Dolphin Pressure Redistribution System	United States	3,632,245	9/25/2007	6/2/2009
Dolphin Pad	United States	3,632,246	9/25/2007	6/2/2009
Dolphin Mattress	United States	3,632,247	9/25/2007	6/2/2009
Fluid Immersion Simulation	United States	3,808,666	1/20/2009	6/22/2010
Autovector	United States	3,822,730	1/20/2009	7/20/2010
Dolphin	United States	77-654,091	1/22/2009	Unregistered
Fluid Immersion Simulation From Dolphins	United States	77-658,020	1/28/2009	Unregistered
Archimedes Linker			Unregistered	
Microsolo900T			Unregistered	
FIS			Unregistered	
900T			Unregistered	