

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
Brentwood Medical Technology Corporation		05/09/2011	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Midmark Corporation		
Street Address:	60 Vista Drive		
City:	Versailles		
State/Country:	OHIO		
Postal Code:	45380		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2514203	BRENTWOOD	
Registration Number:	3458088	IQMARK	
CORRESPONDENCE DATA			
Fax Number:	(513)241-6234		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	sgraber@whepatent.com		
Correspondent Name:	Sarah Otte Graber		
Address Line 1:	441 Vine Street		
Address Line 2:	2700 Carew Tower		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	MIDTF-0000T		
NAME OF SUBMITTER:	Sarah Otte Graber		
Signature:	/Sarah O. Graber/		

OP \$65.00 2514203

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**TRADEMARK
 REEL: 004539 FRAME: 0871**

Date:

05/12/2011

Total Attachments: 2

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ASSIGNMENT

THIS ASSIGNMENT, dated as of 5/9/11, is by and between Brentwood Medical Technology Corporation, an Ohio corporation, doing business at 60 Vista Drive Versailles Ohio, 45380 (hereinafter, the "Assignor") and Midmark Corporation, an Ohio corporation, doing business at 60 Vista Drive Versailles, Ohio 45380, (hereinafter the "Assignee");

WHEREAS, Assignor owns U.S. Trademark Registration No. 2,514,203 for "BRENTWOOD", registered December 4, 2001, U.S. Trademark Registration No. 3,458,088 for "IQmark", registered July 1, 2008 (hereafter collectively referred to as the "Marks"), and U.S. Patent No. 6,435,183 for "Flow Sensing Device" (hereafter the "Patent");

WHEREAS, Assignor desires to sell, assign and transfer, and Assignee desires to acquire said Marks and any and all goodwill associated with said Marks; and desires to succeed to Assignor's on-going and existing business, or portion thereof, to which the Marks pertain as required by 15 U.S.C. § 1060;

WHEREAS, Assignor desires to assign to Assignee and Assignee desires to acquire all of Assignor's right, title and interest in and to the Patent.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is acknowledged, Assignor and Assignee agree as follows:

1. Assignor does hereby, assign and transfer to Assignee, its successors, assigns and legal representatives, free and clear of all liens and encumbrances, all right, title and interest in and to the Marks, and any and all goodwill associated therewith.

2. Assignor hereby sells, assigns and transfers to Assignee, its successors, assigns and legal representatives, the entire right, title and interest in and to the Patent and any and all inventions described and/or claimed therein and any and all patents and like rights of exclusion (including extensions thereof) of any country which may be granted on or for said inventions or on any counterpart, divisional, continuing, reissue, re-examination, extension, provisional or other patent application based on and/or claiming priority to said Patent, the same to be held and enjoyed by the Assignee for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all causes of action (in law or equity), claims, demands and any other rights for, or arising from an past, present or future infringement of the Patent, along with the right to sue for and collect any damages for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives.

3. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States, whose duty it is to register trademarks and patents, to record Assignee as the assignee and owner of the Marks and Patent.

4. Assignor and Assignee agree that each shall execute such documents and take such further actions as may be reasonably required or desirable to carry out the provisions hereof and give effect to the assignments contemplated under this Assignment. From time to time after

the date of this Assignment, Assignee may prepare documents and take actions reasonably necessary to further the assignment of the Marks and Patent to Assignee hereunder. Such documents shall be in recordable form based on the local law requirements, if applicable.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized as of the date first above written.

**BRENTWOOD MEDICAL
TECHNOLOGY CORPORATION:**

By: R G Blackmore

Name: R G Blackmore

Title: Director

Acknowledgement by Notary Public

State of OHIO
County of DARKE

On this 9 day of May, 2011, before me, the undersigned Notary Public, personally appeared R G Blackmore, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

Seal:

Signature: Connie S. Eberman

CONNIE S. EBERMAN
Notary Public -- State Of Ohio
8/26/2011

MIDMARK CORPORATION:

By: Sharyl S. Gardner

Name: Sharyl S. Gardner

Title: CEO

Acknowledgement by Notary Public

State of OHIO
County of DARKE

On this 9 day of May, 2011, before me, the undersigned Notary Public, personally appeared Sharyl S Gardner, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

Seal:

Signature: Connie S. Eberman

CONNIE S. EBERMAN
Notary Public -- State Of Ohio
8/26/2011
TRADEMARK