

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Asset Purchase Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Scope Exchange, Inc.	FORMERLY a/k/a The Scope Exchange	05/01/2007	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	TSE Acquisition I Corp.		
Street Address:	11400 73rd Avenue		
Internal Address:	Suite 100		
City:	Maple Grove		
State/Country:	MINNESOTA		
Postal Code:	55369		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2959296	THE SCOPE EXCHANGE	
Registration Number:	2874340	LEAKCHECK	
Serial Number:	78348600	GENESIS	
CORRESPONDENCE DATA			
Fax Number:	(612)492-7077		
Phone:	612-492-7626		
Email:	ip@fredlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Patricia A. Larson, Senior Paralegal		
Address Line 1:	Fredrikson & Byron, P.A.		
Address Line 2:	200 S. Sixth Street, Suite 4000		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Patricia A. Larson		

OP \$90.00 2959296

900205790

TRADEMARK
REEL: 004650 FRAME: 0681

Signature:	/Patricia A. Larson/
Date:	10/28/2011
Total Attachments: 5 source=Asset Purchase Agreement The Scope Exchange Inc#page1.tif source=Asset Purchase Agreement The Scope Exchange Inc#page2.tif source=Asset Purchase Agreement The Scope Exchange Inc#page3.tif source=Asset Purchase Agreement The Scope Exchange Inc#page4.tif source=Asset Purchase Agreement The Scope Exchange Inc#page5.tif	

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement"), dated as of May 1, 2007, is made and entered into by and between SterilMed Holdings, Inc., a Delaware corporation ("Parent"), TSE Acquisition I Corp., a Delaware corporation and wholly-owned subsidiary of Parent ("Buyer"), DRB, L.L.C., a North Carolina limited liability company ("DRB"), The Scope Exchange Inc., a North Carolina corporation ("Seller"), and Brian Newton, Ryan Mount and David Mount (each, a "Stockholder" and collectively "Stockholders").

RECITALS

WHEREAS, Seller is engaged in the business of repairing, servicing, leasing, buying and selling medical equipment and surgical instruments for the Customers (as hereinafter defined) (the "Purchased Business");

WHEREAS, Stockholders own all of the outstanding equity securities of Seller and DRB, and will realize a substantial economic benefit as a result of the consummation of the transactions contemplated by this Agreement; and

WHEREAS, Buyer desires to purchase, and Seller and Stockholders desire to sell, substantially all of the assets of Seller, all as more fully set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties set forth in this Agreement, Buyer, Parent, Seller, DRB and Stockholders hereby agree as follows:

ARTICLE 1

TRANSFER OF ACQUIRED ASSETS; ASSUMPTION OF LIABILITIES

1.01 Transfer of Acquired Assets. On the terms and subject to the conditions set forth in this Agreement, Seller shall, at the Closing, sell, transfer and assign to Buyer, and Buyer shall purchase and acquire from Seller, all of Seller's right, title and interest in and to all of the assets of Seller used in the Purchased Business as of the Closing Date, including but not limited to the following assets (collectively, the "Acquired Assets"), and excluding only the Excluded Assets:

(a) All inventories, including raw materials, work in process, finished goods, research and development inventory, consigned inventory, packaging and supplies used in connection with the Purchased Business, including the items listed on Schedule 1.01(a) (the "Inventory");

(b) All prepaid expenses or deposits paid by Seller to vendors, suppliers and other third parties or advanced to officers, employees or independent contractors of Seller

in connection with the Purchased Business, including the prepaid expenses listed on Schedule 1.01(b) (the "Prepaid Expenses");

(c) All customer advances and deposits, prepaid contracts, maintenance fees, installation fees and similar pre-payments paid to Seller by customers and other third parties in connection with the Purchased Business, including the customer deposits listed on Schedule 1.01(c) (the "Customer Deposits");

(d) All contracts or agreements to which Seller is a party, including open purchase orders, customer contracts, supply agreements, license agreements, warranty agreements, service agreements, real property leases and sales representative agreements, including the contracts listed on Schedule 1.01(d) (the "Contracts");

(e) All accounts, trade and other receivables of Seller, including the accounts receivable listed on Schedule 1.01(e) (the "Accounts Receivable");

(f) All rights of Seller in and to the patents, trademarks, trade names, service marks, copyrights, trade secrets, uniform resource locators, and other intellectual property used in the Purchased Business, and all registrations and applications therefor, and all rights to damages for past infringements thereof, including the intellectual property listed on Schedule 1.01(f) (the "Intellectual Property");

(g) All automobiles, machinery, tools, warehouse equipment, computers, fixtures, office equipment and testing equipment (including all related spare parts, accessories and supplies) and other similar equipment and tangible personal property of Seller, including the equipment listed on Schedule 1.01(g) (the "Equipment");

(h) All permits, governmental approvals and licenses used in the Purchased Business (to the extent they are assignable), including the permits listed on Schedule 1.01(h) (the "Permits");

(i) All advertising and promotional literature and related materials and the rights to telephone numbers and URL addresses used in the Purchased Business (the "General Intangibles");

(j) All materials, books, records and other documents relating to the Acquired Assets or the Purchased Business, including all records relating to customers, prospects, inventory, purchase orders and invoices and sales orders, and correspondences, product data, material safety data sheets, price lists, product demonstrations, quotes and bids (the "Business Records");

(k) All insurance policies of Seller, all amounts prepaid on any insurance policy and any rights to recoveries under any insurance policy maintained by Seller;

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BUYER:
TSE ACQUISITION I CORP.,
a Delaware corporation

By: B. Sullivan
Name: BRIAN SULLIVAN
Its: CEO

PARENT:
STERILMED HOLDINGS, INC.
a Delaware corporation

By: B. Sullivan
Name: BRIAN SULLIVAN
Its: CEO

SELLER:
THE SCOPE EXCHANGE INC.,
a North Carolina corporation

By: _____
Name: _____
Its: _____

DRB:
DRB, L.L.C.,
a North Carolina limited liability company

By: _____
Name: _____
Its: _____

STOCKHOLDERS:

Brian Newton

Ryan Mount

David Mount

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

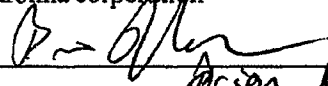
BUYER:
TSE ACQUISITION I CORP.,
a Delaware corporation

By: _____
Name: _____
Its: _____

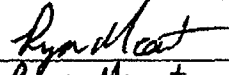
PARENT:
STERILMED HOLDINGS, INC.
a Delaware corporation

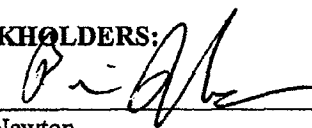
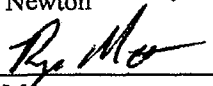
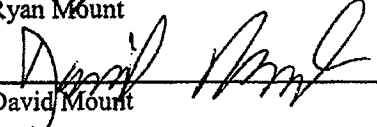
By: _____
Name: _____
Its: _____

SELLER:
THE SCOPE EXCHANGE INC.,
a North Carolina corporation

By: 
Name: Brian Newton
Its: President

DRB:
DRB, L.L.C.,
a North Carolina limited liability company

By: 
Name: Ryan Mount
Its: Managing Partner

STOCKHOLDERS:

Brian Newton

Ryan Mount

David Mount

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

Schedule 1.01(f)

Intellectual Property

1. Federal Service Mark Registrations for "The Scope Exchange" (Regs No. 2959296 and 2901018)
2. Federal Service Mark Registration for "LeakCheck" and design (Reg. No. 2874340)
3. Federal Trademark Application for "Genesis" for rigid endoscopes (Serial No. 78348600)
4. Unregistered copyrights listed on literature
5. Patent for Leak Check cap Testing device, (Patent No. 6,491,625)
6. Domain names:
 - (a) scopeex.com
 - (b) internationalendoscopy.com
 - (c) thescopeexchange.com
 - (d) olympusscopes.com
 - (e) endosolutions.com
 - (f) 4medicalsolutions.com
 - (g) olympustruth.com
 - (h) scopex.com
 - (i) scopeexchange.com
 - (j) olympusfacts.com
 - (k) thescopexchange.com
 - (l) scopexchange.com
 - (m) endoparts.net
 - (n) medicalsolutions.org
 - (o) (olympusfacts.com) - Private Registration
 - (p) (olympustruth.com) - Private Registration