

**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>
IsoSciences, LLC		12/01/2011	LIMITED LIABILITY COMPANY: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	IsoSciences, LLC		
<b>Street Address:</b>	2711 Centerville Road Suite 400		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19808		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3989653	CERTIMASS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(561)244-1062		
<b>Phone:</b>	561-922-3845		
<b>Email:</b>	sgreenberg@crGPLaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Carey Rodriguez Greenberg & O'Keefe, LLP		
<b>Address Line 1:</b>	950 Peninsula Corporate Circle		
<b>Address Line 2:</b>	Suite 2022		
<b>Address Line 4:</b>	Boca Raton, FLORIDA 33487		
<b>ATTORNEY DOCKET NUMBER:</b>	CERTIMASS		
<b>NAME OF SUBMITTER:</b>	Steven Greenberg		
<b>Signature:</b>	/Steven Greenberg/		

OP \$40.00 3989653

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**TRADEMARK**  
 REEL: 004672 FRAME: 0375

Date:

12/05/2011

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment is made and entered into this 1st day of December, 2011, by IsoSciences, LLC, a Pennsylvania limited liability company ("Assignor") in favor of IsoSciences, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in that certain Asset Purchase Agreement dated as of the date hereof by and between Assignor and Assignee (the "Asset Purchase Agreement").

WHEREAS, Assignor has acquired certain rights in the Internet domain name identified in Schedule A attached hereto (the "Domain Name");

WHEREAS, Assignee is desirous of having transferred to it the Domain Name and any other domain names used in connection with the Business, as well as the intellectual property and other proprietary rights associated therewith;

WHEREAS, Assignor is the owner of the trademark registration set forth in Schedule B attached hereto (the "Trademark");

WHEREAS, Assignee desires to acquire certain trademarks, service marks and other source identifying designations, including but not limited to the Trademark, as successor to the business to which such marks pertain;

WHEREAS, Assignor is the owner of the patent application set forth in Schedule C attached hereto (the "Patent Application");

WHEREAS, Assignee desires to acquire all right, title and interest in and to the certain inventions, discoveries and improvements associated therewith, including but not limited to the Patent Application, as successor to the business to which such inventions pertain;

WHEREAS, pursuant to the Asset Purchase Agreement, among other things, Assignor agreed to sell, and Buyer agreed to purchase, certain assets of Assignor, as described therein;

WHEREAS, it is a condition to the Closing of the Asset Purchase Agreement that Assignor enter into this Intellectual Property Assignment to transfer to Assignee the Domain Name, the Trademark and the Patent Application (the "Intellectual Property"); and

WHEREAS, Assignee desires to purchase or acquire all of Assignor's right, title and interests in and to the Intellectual Property.

NOW, THEREFORE, in consideration of the recitals, and the mutual representations, warranties, covenants and agreements set forth in this Agreement, the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement which Assignee has paid in accordance with the Asset Purchase Agreement, and which payment Assignor admits and acknowledges has been made by Assignee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Transfer and Assignment of Rights in Domain Names. Assignor hereby sells, assigns, transfers and sets over to Assignee:

a. All right, title and interest in and to the Domain Name together with any and all trademark and service mark rights and the goodwill associated therewith, or other rights which may be granted on or as a result thereof in the United States and any and all other countries;

b. All right, title and interest in and to all other domain names used in connection with the Business, together with any and all trademark and service mark rights and the goodwill associated therewith, or other rights which may be granted on or as a result thereof in the United States and any and all other countries (the "Unscheduled Domain Names"); and

c. The right to sue and collect damages and/or profits for both past and present causes of action related to the Domain Name and/or Unscheduled Domain Names.

2. Assignment of Trademarks. Assignor hereby sells, assigns, transfers and sets over to Assignee, and Assignee hereby accepts from Assignor:

a. All right, title and interest in and to the Trademark together with the goodwill associated therewith, as well as all trademark and service mark applications and registrations therefore, and the business to which such Trademark pertains, or other rights which may be granted on or as a result thereof in the United States and any and all other countries;

b. All right, title and interest in and to all other trademarks, service marks or other source identifying designations used in connection with the Business, together with the goodwill associated therewith, as well as all trademark and service mark applications and registrations therefore, and the business to which such trademarks pertain, or other rights which may be granted on or as a result thereof in the United States and any and all other countries (the "Unscheduled Trademarks"); and

c. The right to apply for registrations and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Trademark and/or Unscheduled Trademarks.

3. Assignment of Patents.

a. Assignor hereby sells, assigns, transfers and sets over to Assignee, and Assignee hereby accepts from Assignor:

i. All right, title and interest in and to the Patent Application together with all inventions, discoveries, know-how, and improvements thereof, and applications related thereto, and any and all continuations, divisions and renewals of and substitutes for said applications, and in, to and under any and all additional patents which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said patents, including but not limited to the patents and patent applications set forth in Schedule C;

ii. All right, title and interest in and to all other inventions, discoveries, know-how, and improvements thereof, and patents, registrations and applications related thereto, and any and all continuations, divisions and renewals of and substitutes for said applications, and in, to and under any and all additional patents, registrations or other rights which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said patents created solely by, exclusively for, or otherwise acquired by, the Business, including but not limited to all patents, patent applications and registrations therefore (collectively, the "Unscheduled Inventions"); and

iii. The right to apply for patents and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Patent Application and/or Unscheduled Inventions.

4. Assignor shall execute and deliver to Assignee such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action to register, evidence, perfect and/or exercise the rights conveyed hereunder, as may be reasonably requested by Assignee. With respect to the Domain Name and/or Unscheduled Domain Names and without limiting the foregoing, Assignor shall take all steps necessary to effect the changes in name of registrant by the name change provisions of the applicable domain name registrar.

5. All the terms, covenants and conditions in this Intellectual Property Assignment shall be binding upon Assignor and its successors and assigns and all others acting by, through, with or under its direction, and all those in privity therewith, and shall inure to the benefit of Assignee and its successors and assigns or nominees.

6. Assignor, for itself and its successors and assigns hereby covenants that Assignor has not and will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein.

7. This Intellectual Property Assignment is made subject to, and with the benefit of, those representations, warranties, covenants, indemnities, terms, conditions and other provisions that are set forth in the Asset Purchase Agreement. In the event of any conflict or inconsistency between this Intellectual Property Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement will take precedence and prevail.

[SIGNATURES FOLLOW IMMEDIATELY HEREAFTER]

IN WITNESS WHEREOF, Assignor has executed this Intellectual Property Assignment, under seal, as of the day and year first above written.

EXECUTED, at \_\_\_\_\_, \_\_\_\_\_.


Witness:

\_\_\_\_\_

Name:

**ASSIGNOR:**

ISOSCIENCES, LLC,  
a Pennsylvania limited liability company

By:   
Name: SCOTT LANO WATER  
Title: CEO

**ASSIGNEE:**

ISOSCIENCES, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Assignor has executed this Intellectual Property Assignment, under seal, as of the day and year first above written.

EXECUTED, at \_\_\_\_\_,

**ASSIGNOR:**

ISOSCIENCES, LLC,  
a Pennsylvania limited liability company

Witness:

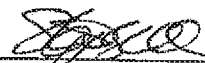
\_\_\_\_\_

Name:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

ISOSCIENCES, LLC,  
a Delaware limited liability company

By:   
Name: STEPHEN BELL  
Title: CEO

SCHEDULE A

TO  
INTELLECTUAL PROPERTY ASSIGNMENT

DOMAIN NAME

<u>Domain Name</u>	<u>Owner</u>	<u>Registrar</u>	<u>Expiration Date</u>
IsoSciences.com	IsoSciences, LLC	Network Solutions	May 11, 2013



**SCHEDULE B  
TO  
INTELLECTUAL PROPERTY ASSIGNMENT**

**TRADEMARK**

United States Trademark Registration Owned by Assignor

<u>Trademark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
CertiMass	3989653	July 5, 2011

**SCHEDULE C  
TO  
INTELLECTUAL PROPERTY ASSIGNMENT**

**PATENT APPLICATION**

<b>Country</b>	<b>Filing Date</b>	<b>Application No.</b>	<b>Issue Date</b>	<b>Title</b>
USA	July 16, 2010	12/837,710	Not issued	Process for preparing isotopically labeled vitamins suitable for use as analytical referenced standards