

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Horiba Jobin Yvon Inc.		02/01/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MSI Holdings, LLC		
Street Address:	203 Norcross Avenue		
City:	Metuchen		
State/Country:	NEW JERSEY		
Postal Code:	08840		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1312902	SPEX	
CORRESPONDENCE DATA			
Fax Number:	(732)636-4550		
Phone:	7326364500		
Email:	mgilman@gilmanpergament.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:	Michael R. Gilman		
Address Line 1:	Gilman Pergament LLP, 1480 Route 9 North		
Address Line 2:	Suite 204		
Address Line 4:	Woodbridge, NEW JERSEY 07095		
ATTORNEY DOCKET NUMBER:	824-001TM		
NAME OF SUBMITTER:	Michael R. Gilman		
Signature:	/Michael R. Gilman/		

Date:

03/01/2012

Total Attachments: 9

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Trademark Assignment & License Agreement

This Trademark Assignment & License Agreement is made and entered into the effective on February 1st, 2011 ("Effective Date"), by and between:

- (1) MSI Holdings, LLC, a limited liability company organized and existing under the laws of Delaware, and having its principal office at 203 Norcross Avenue, Metuchen, New Jersey 08840 (hereinafter deemed to include its affiliates and collectively called "Certiprep"), and
- (2) HORIBA Jobin Yvon Inc., a corporation organized and existing under the laws of Delaware, and having its office at 3880 Park Avenue, Edison, New Jersey 08820 (hereinafter deemed to include its parents and affiliates and collectively called "HORIBA").

Certiprep and HORIBA are hereinafter individually referred to as a "Party" and jointly as "Parties"

WITNESSETH:



WHEREAS, Certiprep is engaged in the development, manufacture, distribution and sale of inorganic and organic compounds, chemical standards, and certified reference materials used to calibrate scientific instruments ("Chemical Standards Business") and sample preparation devices ("Sample Preparation Business") (collectively "Certiprep's Business");

WHEREAS, HORIBA is engaged in the development, manufacture, distribution and sale of Spectroscopy instrumentation and analysis equipment and Forensics equipment and related consumables ("Instruments Business");

WHEREAS, HORIBA owns all right, title, and interest in and to the mark SPEX ("Trademark") in various countries as set forth in Exhibit A;

WHEREAS, HORIBA now desires to convey, transfer, assign, deliver, and contribute to Certiprep any and all of its right, title and interest in and to the Trademark; and

Initials from both Parties:

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NOW, THEREFORE, in consideration of the foregoing paragraphs, Certiprep and HORIBA agree as follows:

1. **Assignment.**

1.1 HORIBA hereby assigns to Certiprep any and all right, title, and interest in and to the Trademark, together with (1) goodwill of the business embodied in the Trademark of Certiprep's Business; (2) income, royalties, and damages that become due or payable with respect to the Trademark of Certiprep's Business, including damages and payments for past or future infringements and misappropriations of the Trademark of Certiprep's Business; and (3) rights to sue for future infringements or misappropriations of the Trademark of Certiprep's Business.

1.4 Immediately after the execution of this Agreement, Certiprep, at the expense of Certiprep and on its own initiative, shall take all necessary procedures to assign and change the owner's name of the Trademark from HORIBA to Certiprep.

1.5 HORIBA shall execute all documents, papers, forms, and authorizations and take all action upon Certiprep's request that may be necessary for securing, completing, or vesting in Certiprep full right, title, and interest in the Trademark, provided, however, that for avoidance of doubt, Certiprep shall be responsible for taking all necessary procedures to assign and change the owner's name of the Trademark including its expenses.

Initials from both Parties:

Handwritten initials 'CS' and a circled 'HAB'.

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Initials from both Parties:

SS (MS)

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4. Maintenance.

4.1 Certiprep agrees to take all actions necessary to keep the Trademark in force in the various countries set forth in Exhibit A, at its care and expense, in particular to promptly pay all maintenance fees due for the maintenance of the Trademark.

4.2 In the event that Certiprep within its sole judgment and discretion determines that maintenance of the Trademark in a particular country is not economically viable or otherwise feasible, Certiprep shall promptly notify HORIBA of Certiprep's intention to abandon such Trademark and shall make the offer set forth in Section 4.3.

4.3 Should Certiprep desire to abandon use of the Trademark or desire to allow an application or registration for the Trademark to lapse in any country or territory, Certiprep shall offer HORIBA the right to obtain ownership of the Trademark at no cost, provided that HORIBA shall bear any expenses associated with the assignment, prosecution and maintenance of the Trademark. If HORIBA does not accept such offer, Certiprep may abandon the trademark or allow the registration for the Trademark to lapse.

5. Representations and Warranties

Each Party represents and warrants that:

(a) it has full right, power and authority to enter into this Agreement and to perform its obligations and duties under this Agreement, and that the performance of such obligations and duties does not and will not conflict with or result in a breach of any other agreements of such party or any judgment, order or decree by which such party is bound;

(b) it has not owned and does not own any pending or registered trademark including, but not limited to, the Trademark or the similar trademark registration of the Trademark which may conflict with this Agreement, except for a certain European trademark application made by Certiprep with the knowledge and consent of HORIBA;

(c) it has not granted and will not grant any security interest, option, lien, license or encumbrance of any nature with respect to the Trademark which would conflict with the Trademark;

(d) the Original Agreement become null and void;

(e) it shall not challenge the Trademark;

(f) it shall execute further agreements, consents or other documents which may be necessary to carry out the spirit and intent of this Agreement; and

(g) this Agreement shall be in full force and effect worldwide.

Initials from both Parties:

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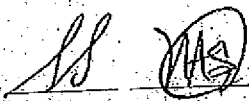
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6. Notice. In the event that a Party becomes aware of any infringement or possible infringement of the Trademark, such Party shall promptly notify the other Party in writing regarding such infringing activity.

Initials from both Parties:



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11. Miscellaneous.


11.1 Entire Agreement. This Agreement sets forth the entire agreement between the Parties hereto, fully supersedes any and all prior agreements or understandings between the Parties hereto pertaining to the subject matter hereof, and no change in, modification of or addition, amendment or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by the Parties hereto.

11.2 Territory. This Agreement shall be in full force and effect worldwide.

11.3 Notice. All notices required or permitted to be made or given pursuant to this Agreement shall be in writing and shall be considered as properly given or made when personally delivered, mailed or faxed to the respective addresses set forth below:

If to Certiprep: MSI Holdings LLC
Attention: Chairman
203 Norcross Avenue
Metuchen, New Jersey 08840

Initials from both Parties:



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If to HORIBA: HORIBA Jobin Yvon, Inc.
Steve Slutter
President
3880 Park Avenue
Edison, New Jersey 08820

11.4 Waiver. No purported waiver by either Party hereto of any provision of this Agreement or of any breach thereof shall be deemed to be a waiver of such provision or breach unless such waiver is in writing signed by the Party making such waiver. No such waiver shall be deemed to be a subsequent waiver of such provision or a waiver of any subsequent breach of the same or by other provision hereof, nor shall either Party's continued dealing with the other following a breach of any provisions hereof by the other be deemed a waiver of such or any other breach.

11.5 Severability. Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be or become prohibited or invalid under applicable law, such provisions shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

11.6 Jointly Prepared. This Agreement has been prepared jointly and shall not be strictly construed against either Party.

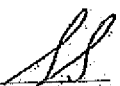

11.7 Applicable Law. The existence, validity, construction and operational effect of this Agreement, its covenants, agreements, representations, warranties, terms and conditions, and rights and obligations hereunder of the Parties hereto shall be determined in accordance with the laws of the State of New Jersey; provided, however, that any provision of this Agreement prohibited by law or otherwise held invalid shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate or otherwise render ineffective any other provision of this Agreement.

11.8 Tax. Any tax arising from the activities conducted by each of Certiprep and HORIBA pursuant to this Agreement shall be borne and paid by the Party upon whom such tax is imposed by applicable law.

11.9 Compliance with Laws. In carrying out their respective activities under this Agreement, each Party agrees to comply with all applicable laws and regulations and each Party agrees not to engage in any unfair trade practices.

11.10 Assignment. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their successors and assigns, successors in interest, successors through merger or corporate restructure, and successors through a sale of all or substantially all of the assets or business. The rights and obligations in this Agreement are personal to each of the respective Parties and are not to be assigned or otherwise transferred without the written consent of the other Party, which shall not be unreasonably withheld. Any attempted assignment or transfer without such consent shall be void. Upon extending the required consent, this Agreement will

Initials from both Parties:

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inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns acquiring all or substantially all of the business of such Party relating to this Agreement. The terms and conditions of this Agreement are binding upon the permitted successors and assigns of both parties.

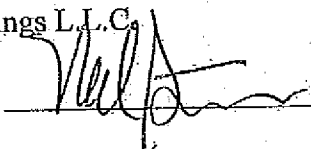
IN WITNESS WHEREOF, the Parties have caused this Agreement executed by their duly authorized representatives as of the date first above written.

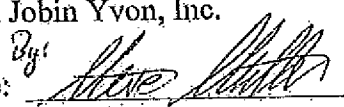
"Certiprep"

"HORIBA"

MSI Holdings L.L.C.

HORIBA Jobin Yvon, Inc.

Signature: 

Signature: 

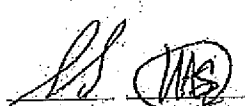
Name: Neil Stein

Name: Steve Slutter

Title: Chairman

Title: President

Initials from both Parties:



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EXHIBIT A

Country	Trademark	Registration Number
United States	SPEX	1312902
Korea	SPEX	40-0363215
Korea	SPEX	40-0383884
Taiwan	SPEX	873320
Japan	SPEX	4717925
Japan	SPEX	4448953
India	SPEX	1425575
France	SPEX	1639674

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RECORDED: 03/01/2012

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