

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
Method Factory, Inc.		12/09/2011	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Alere Wellogic, LLC		
Street Address:	51 Sawyer Road, Suite 200		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02453		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2514055	WELLOGIC	
CORRESPONDENCE DATA			
Fax Number:	7816473939		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7813144062		
Email:	Jean.Maxwell@alere.com		
Correspondent Name:	Jean M. Maxwell, Trademark Manager		
Address Line 1:	Alere Inc.		
Address Line 2:	51 Sawyer Road, Suite 200		
Address Line 4:	Waltham, MASSACHUSETTS 02453		
ATTORNEY DOCKET NUMBER:	WELLOGIC ASSIGNMENT		
NAME OF SUBMITTER:	Jean M. Maxwell		
Signature:	/JeanMMaxwell/		

CH \$40.00 2514055

Date:

04/26/2012

Total Attachments: 5

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ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("*Agreement*") is entered into this 9th day of December, 2011, between Method Factory, Inc. (d/b/a Wellogic), a Massachusetts corporation ("*Seller*"), and Alere Wellogic, LLC, a Delaware limited liability company ("*Purchaser*"). Unless otherwise defined in this Agreement, capitalized terms used herein have the meanings given to them in the Purchase Agreement (as defined below).

WITNESSETH

WHEREAS, Seller and Purchaser are parties to that certain Asset Purchase Agreement, of even date herewith, by and among Seller, Purchaser, Alere Inc., a Delaware corporation, and Sumit Nagpal (the "*Purchase Agreement*"), pursuant to the terms and conditions of which, (i) Seller shall sell, transfer, assign and deliver to Purchaser, and Purchaser shall purchase and acquire from Seller, all of Seller's rights, title and interest in and to all of the Existing Wellogic Assets (other than the Excluded Assets), including, without limitation, the Assumed Contracts and the Assumed Orders, and (ii) Purchaser shall assume and agree to perform the Assumed Liabilities.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. (a) Seller does hereby sell, transfer, assign and deliver to Purchaser all of the right, title and interest of Seller in, to and under the Assumed Contracts and the Assumed Orders.

(b) Purchaser does hereby accept all the right, title and interest of Seller in, to and under the Assumed Contracts and the Assumed Orders. Subject to the terms and conditions of the Purchase Agreement, Purchaser assumes and agrees to pay, perform and discharge promptly and fully when due and to perform all of the Liabilities of Seller to be performed under, and with respect to, the Assumed Liabilities, including, without limitation, the Liabilities of the Seller arising under the Assumed Contracts and the Assumed Orders after the Closing. The foregoing notwithstanding, Purchaser will not assume, or have any responsibility with respect to, any other Liabilities of Seller not included within the definition of Assumed Liabilities.

2. This Agreement shall be construed in accordance with and governed by the law of The Commonwealth of Massachusetts without giving effect to conflict of laws principles.

3. This Agreement, together with the Purchase Agreement and the agreements and instruments contemplated hereby and thereby, constitutes the entire agreement between the parties with respect to the subject matter hereof, supersedes all prior and contemporaneous agreements, representations and understandings of the parties with respect thereto, and may not be modified, amended or otherwise changed in any manner except by a writing executed by a duly authorized representative of the party to be charged.

4. This Agreement is in accordance with and is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Purchase Agreement, all of which are incorporated herein by reference. Each party acknowledges and agrees that neither the representations and warranties nor the rights, remedies or obligations of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this Agreement. In the event that any provision of this Agreement is construed to conflict with a provision in the Purchase Agreement, the provision in the Purchase Agreement shall be deemed to be control.

5. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each party has caused this Agreement to be executed and delivered as of the date first written above.

PURCHASER:

ALERE WELLOGIC, LLC

By: 

Name: *David Taylor*

Title: *President Vice President & Treasurer*

SELLER:

METHOD FACTORY, INC. (D/B/A WELLOGIC)

By: _____

Name: *Sumit Naggal*

Title: *Chief Executive Officer*

IN WITNESS WHEREOF, each party has caused this Agreement to be executed and delivered as of the date first written above.

PURCHASER:

ALERE WELLOGIC, LLC

By: _____

Name:

Title:

SELLER:

METHOD FACTORY, INC. (D/B/A WELLOGIC)

By: _____

Name: Sumit Nagpal

Title: Chief Executive Officer

The Company owns the following Company Registered IP:

Item of Registered IP	the owner	the jurisdiction where issued, registered, legally sanctioned, filed or the equivalent	applicable application or registration numbers	the status thereof, including any and all actions that are due and/or which must be taken within ninety (90) days
<u>Trademarks</u>				
Wellogic	Company	United States PTO	2514055	Active
<u>Domain Names</u>				
wellogic.com	Company	Network Solutions	22911343	Active until 8/5/2016
wellogic-inc.com	Company	Network Solutions	22911343	Active until 4/18/2013
wellogic.net	Company	Network Solutions	22911343	Active until 4/29/2016
wellogicinc.org	Company	Network Solutions	22911343	Active until 4/19/2013
wellogic.com	Company	Network Solutions	22911343	Active until 4/19/2013
<u>Service Marks</u>				
Method Factory, Inc.	Company	United States PTO	2508672	Dead
Wellogic	Company	United States PTO	2578555	Dead