

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
Bios International Corporation		05/15/2012	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Mesa Laboratories, Inc.		
Street Address:	12100 West Sixth Avenue		
City:	Lakewood		
State/Country:	COLORADO		
Postal Code:	80228		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2532110	DRYCAL	
Registration Number:	2588409	BIOS INTERNATIONAL	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	303-333-3010		
Email:	TomBirney@patnet.com		
Correspondent Name:	Thomas S. Birney		
Address Line 1:	5299 DTC Blvd., Suite 340		
Address Line 4:	Greenwood Village, COLORADO 80111		
ATTORNEY DOCKET NUMBER:	8169/29		
NAME OF SUBMITTER:	Thomas S. Birney		
Signature:	/Thomas S. Birney/		

CH \$65.00 2532110

Date:

05/31/2012

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") effective the 15th day of May, 2012 is made and entered into by and between BIOS INTERNATIONAL CORPORATION, a New Jersey corporation with its principal place of business at 10 Park Place, 3rd Floor, Butler, NJ 07405 ("Assignor") and MESA LABORATORIES, INC., a Colorado corporation with its principal place of business at 12100 West Sixth Avenue, Lakewood, CO 80228 ("Assignee") (each a "Party" and collectively, the "Parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Acquisition Agreement (defined below).

WITNESSETH:

WHEREAS, Assignor is the owner of the common law trademarks, U.S. trademark registrations and applications for registration listed on Schedule A attached hereto and the goodwill associated with the same (the "Trademarks"); and

WHEREAS, Assignor and Assignee entered into that certain Asset Acquisition Agreement dated as the date hereof (the "Acquisition Agreement"), pursuant to which Assignee agreed to purchase certain assets of the Assignor, including but not limited to the Trademarks.

NOW, THEREFORE, for the consideration set forth in the Acquisition Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns, transfers and sets over to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Trademarks and registrations thereof (including, without limitation, all proceeds thereof and the rights to sue for past, present and future infringements), the same to be held and enjoyed by Assignee for its own use and on behalf of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor has this sale and assignment not been made.
2. Recording of Assignment. Assignor authorizes and requests the Commissioner of Patents and Trademarks in the United States to record Assignee as assignee and owner of the registered trademarks and applications for registrations set forth on Schedule A, for the sole use and enjoyment of Assignee, its successors and assigns.
3. Further Assurances. Assignor shall timely execute and deliver any additional documents and perform such additional acts necessary to record and perfect the interest of Assignee in and to the Trademarks, and shall not enter into any agreement in conflict with this Assignment.
4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to the conflicts of law rules of such state.
5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

(remainder of page intentionally left blank; signatures on following page)

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representatives.

ATTEST:

ASSIGNOR:

BIOS INTERNATIONAL CORPORATION

Denise Wala

By:

Harvey F. Padden

Harvey F. Padden, Chief Executive Officer

ASSIGNEE:

MESA LABORATORIES, INC.

Denise Wala

By:

John J. Sullivan

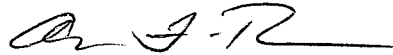
John J. Sullivan
President and Chief Executive Officer

State of New Jersey
County of Essex

Assignor Acknowledgment

I certify that before me appeared this day Harvey F. Padden, a person known to me, who after being sworn stated he is Chief Executive Officer of Bios International Corporation, a New Jersey corporation and is duly authorized to act on behalf of said corporation, and being informed of the contents thereof, acknowledged execution of the foregoing assignment on behalf of said corporation.

Witness my hand and official seal, this 15th day of May, 2012.



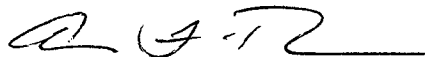
ALISA F. THOMPSON
A Notary Public Of New Jersey
My Commission Expires May 24, 2013

State of New Jersey
County of Essex

Assignee Acknowledgment

I certify that before me appeared this day John J. Sullivan, a person known to me, who after being sworn stated he is President and Chief Executive Officer of Mesa Laboratories, Inc., a Colorado corporation and is duly authorized to act on behalf of said corporation, and being informed of the contents thereof, acknowledged execution of the foregoing assignment on behalf of said corporation.

Witness my hand and official seal, this 15th day of May, 2012.



ALISA F. THOMPSON
A Notary Public Of New Jersey
My Commission Expires May 24, 2013

SCHEDULE A

Common Law Marks

Tradename – Bios

Tradename – Bios International Corporation

Tradename – Bios International

Servicemark – “Bios Driving a Higher Standard in Flow Measurement”

Registered Marks

Mark	Country	Registration No.	Registration Date
DryCal	United States	2532110	January 22, 2002
BIOS INTERNATIONAL	United States	2588409	July 2, 2002