

08/16/2012

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/21)

103648138

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

VWR Education, LLC

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other LLC

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? ☐ Yes ☒ No**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) July 16, 2012

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?

- ☐ Yes
☒ No

Name: Scientifics Direct, Inc.

Street Address: 532 Main Street

City: Tonawanda

State: New York

Country: USA Zip: 14150

- ☐ Individual(s) Citizenship _____
☐ Association Citizenship _____
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship New York
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic
 representative designation is attached: ☐ Yes ☐ No
 (Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

1116330

Additional sheet(s) attached? ☐ Yes ☒ No**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

Astroscan November 2, 1977

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Lisa T. Sofferin, Atty.

Internal Address: Scientifics Direct, Inc.

Street Address: 532 Main Street

City: Tonawanda

State: New York Zip: 14150

Phone Number: 716-773-7500 x279

Docket Number: _____

Email Address: lisa.sofferin@leisureliving.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

08/15/2012 AMULLINS 00000005 1116330
 Deposit Account Number 01 10:00:21 40.00 OP
 Authorized User Name _____

9. Signature:

Signature

Paul Gerspach, President

Name of Person Signing

1/24/12

Date

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004845 FRAME: 0244

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "Agreement") is made and entered into as of the 16th day of July 2012 (the "Effective Date"), by and between VWR Education, LLC, a Delaware limited liability company ("Assignor") in favor of Scientifics Direct, Inc., a New York corporation ("Assignee").

WHEREAS, Assignor has adopted, used, is using or intends to use the trademarks and tradenames listed on Schedule A hereto and owns all right, title and interest to the same, including the goodwill of the business represented thereby (collectively, the "Trademarks"), which business is ongoing and existing;

WHEREAS, Assignor is the owner of the registered domain names set forth on the attached Schedule B (the "Domain Names") and owns all right, title, and interest in and to the Domain Names;

WHEREAS, Assignor has applicable rights to and/or is the current registered user of the phone, fax and modem numbers set forth on the attached Schedule C ("Telecommunication Numbers" which, together with the Trademarks, Domain Names and Telecommunication Numbers, shall be collectively referred to hereinafter as the "Intellectual Property")); and

WHEREAS, pursuant to an Asset Purchase Agreement dated July 16, 2012, the Assignor assigned and does hereby represent that it assigns to Assignee all of Assignor's right, title and interest in and to the Intellectual Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor and Assignee hereby acknowledge:

1. Assignor hereby assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Intellectual Property, including any registrations or pending applications therefor, the goodwill of the businesses represented thereby, and all proceeds thereof, including, without limitation, proceeds from any and all causes of action for infringement thereof and any and all royalties for any licenses thereof, and all rights to sue, bring actions for, recover and hold damages, profits and other compensation for any and all past and future infringements and unauthorized uses thereof, such Intellectual Property and associated rights to be held and enjoyed by Assignee, for its own use, and for the use of its successors, assigns or other legal representatives to the full end of the term or terms for which the Intellectual Property may be granted, as fully and entirely as the same would have been enjoyed by the Assignor, had the assignment contained herein not been made.

2. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Domain Names, all registrations relating to the Domain Names, any trademark and/or the service mark rights in the Domain Names together with all goodwill connected with and symbolized by the Domain Names and any other intellectual property, proprietary rights and/or contractual rights relating thereto. Assignor hereby authorizes and instructs Network Solutions, the entity with which Assignor registered the Domain Name, to

transfer the Domain Names to Assignee or Assignee's designee. Assignor agrees to furnish and execute such additional documents within fifteen (15) days of the Effective Date as Assignee or Network Solutions may require to effectuate and establish Assignee's ownership of the Domain Names, including completion of the register-provided name change agreement.

3. In its own name and at its own expense, Assignee may register and enforce its rights in the Intellectual Property, and Assignor further promises and agrees that it shall, at the request of Assignee or its counsel and at Assignee's expense, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, powers of attorney and assurances as may be required to carry out the intent of this Agreement, and to transfer and vest title to and in the Intellectual Property and associated rights set forth in Paragraph 1 and to procure, maintain, enforce and protect the right, title and interest in and enjoyment of all of the Intellectual Property and associated rights assigned, transferred and conveyed to Assignee pursuant to this Agreement; provided, however, this Agreement shall be effective regardless of whether any such additional documents are executed.

4. This Agreement shall be binding upon Assignor, Assignor's successors and assigns, and upon all others acting by, through, with or under Assignor's direction or control, and all those in privity therewith.

[signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement and caused the same to be duly delivered on their behalves on the day and year first set forth above.

Assignor:

VWR Education, LLC

By: 

Name: Tom Michael Glynn

Title: CEO

Assignee:

Scientifics Direct, Inc.

By: _____

Name: _____

Title: _____

[signature page to Intellectual Property Assignment]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement and caused the same to be duly delivered on their behalves on the day and year first set forth above.

Assignor:

VWR Education, LLC

By: _____
Name: _____
Title: _____

Assignee:

Scientifics Direct, Inc.

By: *Paul Gersbach*
Name: Paul Gersbach
Title: President

[signature page to Intellectual Property Assignment]

Schedule A
Trademarks

Scientifics – registration number 1,132,780

Astroscan – registration number 1,116,330