

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
Spanion LLC		10/23/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerium Laboratories LLC		
Street Address:	5204 E. Ben White Blvd., Bldg. 1		
Internal Address:	MS 512		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78741		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3414512	CERIUM LABS	
Registration Number:	3385314	CERIUM LABS	
CORRESPONDENCE DATA			
Fax Number:	5122883202		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	512-288-3200		
Email:	jwilli@willi.com		
Correspondent Name:	James N. Willi, Willi Law Firm, P.C.		
Address Line 1:	100 Congress Ave., Ste. 1530		
Address Line 4:	Austin, TEXAS 78701-4042		
NAME OF SUBMITTER:	James N. Willi		
Signature:	/James N. Willi/		

OP \$65.00 3414512

Date:

09/10/2012

Total Attachments: 2

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "*Agreement*") is made this 23rd day of October, 2011 (the "*Effective Date*"), by and between by and between SPANSION LLC ("*Assignnor*"), a Delaware limited liability company and a wholly-owned subsidiary of SPANSION INC., and CERIUM LABORATORIES LLC ("*Assignee*"), a Delaware limited liability company and a wholly-owned subsidiary of Assignor. The parties do hereby agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor assigns U.S. Trademark Registration Nos. 3414512 and 3385314, European Community Trademark Registration Nos. 003921517 and 004201901, and Japan Trademark Registration Nos. 4843379 and 4873406 to Assignee.
2. **Miscellaneous.** This binding Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by a written agreement signed by authorized representatives of each party. This Agreement shall not be construed as creating a partnership, joint venture or agency relationship, or as granting a franchise. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to conflicts of laws principles. If either party employs attorneys to enforce any rights arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and other expenses. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. Assignor may not assign any of the rights or obligations under this Agreement without the prior express written consent of Assignee. This Agreement is executed by, and shall be binding upon, the parties hereto and their respective successors and assigns, for the uses and purposes set forth above. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]



WHEREFORE, each party hereto has signed this Agreement effective as of the Effective Date.

CERIUM LABORATORIES LLC

By: *Carmine Regalado*

Name: _____

Title: _____

SPANSION LLC

By: *Randy Furr*

Name: Randy Furr

Title: Executive V.P. & CFO

[Signature Page to Trademark Assignment Agreement]

