

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
R.M. Liquidating, Inc.	FORMERLY Rubicor Medical, Inc.	03/29/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	RUBICOR MEDICAL LLC		
Street Address:	P.O. Box 10829		
City:	St. Thomas		
State/Country:	VIRGIN ISLANDS		
Postal Code:	00801		
Entity Type:	LIMITED LIABILITY COMPANY: VIRGIN ISLANDS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3415291	FLASH	
Registration Number:	3415292	PHANTOM	
Registration Number:	3005925	ENCAPSULE STEREO	
Registration Number:	2887819	ENCAPSULE PRECISE	
CORRESPONDENCE DATA			
Fax Number:	3035714321		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	303-571-4000		
Email:	denverteas@kilpatricktownsend.com		
Correspondent Name:	Kilpatrick Townsend & Stockton LLP		
Address Line 1:	1400 Wewatta Street		
Address Line 2:	Suite 600		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	93012-792428,792366		

OP \$115.00 3415291

NAME OF SUBMITTER:	Ian L. Saffer
Signature:	/Ian L. Saffer/
Date:	10/15/2012

Total Attachments: 13

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Agreement") is entered into to be effective as of the Closing Date (the "Effective Date") by and among R.M. Liquidating, formerly known as Rubicor Medical, Inc., a Delaware corporation, with its principal place of business at 600 Chesapeake Drive, Redwood City, San Mateo County, California 94502 ("Assignor") and Rubicor Medical LLC, a U.S. Virgin Islands corporation, with its principal place of business at P.O. Box 10829 St. Thomas, VI 00801 ("Assignee").

This Agreement is being entered into pursuant to that certain Master Sale and Purchase Agreement dated as of January 28, 2010 (the "MSPA"), by and between Assignor and Rubicor Acquisition Holdings LLC, a Delaware limited liability company ("RAC"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the MSPA, and such definitions shall survive for the purposes of this Assignment notwithstanding any merger or other termination of the MSPA.

WHEREAS, under the MSPA, Assignor, as Seller, agreed to assign and convey all of the Purchased Assets, including the Intellectual Property, to RAC, as Purchaser.

WHEREAS, assignment and conveyance of the Purchased Assets, including the Intellectual Property, and the other matters described in the MSPA have been approved as described in that certain order of the United States Bankruptcy Court for the District of Delaware entitled "Order (I) Approving (A) Sale of Substantially All of the Debtor's Assets Free and Clear of All Liens, Claims, Encumbrances, and Other Interests and (B) the Assumption and Assignment of Executory Contracts and Unexpired Leases; (II) Authorizing Name and Case Caption Change; and (IV) Granting Related Relief" and entered on March 2, 2010 (the "Sale Order").

WHEREAS, under the MSPA, RAC is permitted to assign its rights, interests and obligations under the MSPA to one or more of its Affiliates without any consent or authorization from Assignor.

WHEREAS, Assignee is a wholly-owned subsidiary of RAC, and RAC has assigned certain of its rights, interests and obligations under the MSPA to Assignee, and Assignee has agreed to assume such rights, interests and obligations.

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WHEREAS, Assignee desires to receive from Assignor an assignment the Intellectual Property and Assignor desires to assign to Assignee the Intellectual Property in accordance with the terms and conditions of the MSPA and this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties and agreements contained herein, the parties hereto agree as follows:

1. DEFINITIONS.

1.1 "Assignment" shall have the meaning specified in Section 2.1 hereof.

1.2 "Closing Date" shall have the meaning given in the MSPA.

1.3 "Copyright" shall mean all domestic and foreign copyrights, whether registered or unregistered, including all copyright rights throughout the world (whether now or hereafter arising) in any and all media (whether now or hereafter developed), in and to all original works of authorship (including all compilations of information or marketing materials created by or on behalf of the Assignor), acquired, owned or licensed by the Assignor, all applications, registrations and recordings thereof (including applications, registrations and recordings in the United States Copyright Office or in any similar office or agency of the United States or any other country or any political subdivision thereof) and all reissues, renewals, restorations, extensions and revisions thereof.

1.4 "Copyright License" shall mean all Contracts naming Assignor as licensee or licensor and providing for the grant of any right to reproduce, publicly display, publicly perform, distribute, create derivative works of or otherwise exploit any works covered by any Copyright.

1.5 "Delivery Date" shall mean the date on which the items described on Exhibit B to this Agreement are delivered to Assignee; provided, however, such Delivery Date shall not be later than on the Closing Date.

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1.6 "Intellectual Property" shall mean all right, title and interest of Assignor in and to the Patents, Trademarks, Copyrights, Trade Secrets, Software, all rights under the Licenses and all concepts, ideas, know-how, show-how, proprietary information, technology, formulae, processes and other general intangibles of like nature, and other intellectual property to the extent entitled to legal protection as such, including products under development and methodologies therefor, in each case acquired, owned or licensed by Assignor.

1.7 "IP Allocation" shall mean that portion of the overall Purchase Price paid by Assignee under the Master Sale and Purchase Agreement ("MSPA") that is allocated by Assignee (with the review and consent of Assignor) to the acquisition of the Intellectual Property, pursuant to Section 3.3 of the MSPA.

1.8 "Licenses" shall mean the Patent Licenses, the Trademark Licenses, the Copyright Licenses, the Software Licenses and the Trade Secret Licenses.

1.9 "Patent Licenses" shall mean all Contracts naming Assignor as licensee or licensor and providing for the grant of any right to manufacture, use, lease, or sell any invention, design, idea, concept, method, technique or process covered by any Patent.

1.10 "Patent(s)" shall mean all inventions, patentable designs, letters patent and design letters patent of the United States or any other country and all applications (regular and provisional) for letters patent or design letters patent of the United States or any other country, including applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, and all reissues, divisions, continuations, continuations in part, revisions, reexaminations and extensions or renewals or rights in renewals of any of the foregoing.

1.11 "Software" shall mean all software of any type (including programs, applications, middleware, utilities, tools, drivers, firmware, microcode, scripts, batch files, JCL files, instruction sets and macros) and in any form (including source code, object code, executable code

and user interface), databases and associated data and related documentation, in each case owned, acquired or licensed by Assignor.

1.12 "Software Licenses" shall mean all Contracts naming Assignor as licensee or licensor and providing for the grant of any right to use, modify, reproduce, distribute or create derivative works of any Software.

1.13 "Trademark Licenses" shall mean all Contracts naming Assignor as licensor or licensee and providing for the grant of any right concerning any Trademark together with any goodwill connected with and symbolized by any such Trademark or Trademark Contract, and the right to prepare for sale or lease and sell or lease any and all products, inventory or services now or hereafter owned or provided by Assignor or any other Person and now or hereafter covered by such Contracts.

1.14 Trademarks" shall mean all domestic and foreign trademarks, service marks, collective marks, certification marks, trade dress, trade names, business names, d/b/a's, Internet domain names, designs, logos and other source or business identifiers, and all general intangibles of like nature, now or hereafter owned, adopted, used, acquired, or licensed by Assignor, all applications, registrations and recordings thereof (including applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof) and all reissues, extensions or renewals thereof, together with all rights and goodwill of the business symbolized by or associated with such marks.

1.15 "Trade Secret Licenses" shall mean all Contracts naming Assignor as licensee or licensor and providing for the grant of any rights with respect to Trade Secrets.

1.16 "Trade Secrets" shall mean all trade secrets or Confidential Information, including any confidential technical and business information, program, process, method, plan, formula, product design, compilation of information, customer list, sales forecast, know-how, Software, and any other confidential proprietary intellectual property, whether marked as such or not, and all additions and improvements

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to, and books and records describing or used in connection with, any of the foregoing, in each case, owned, acquired or licensed by Assignor.

1.17 "Technology" shall mean the technology listed and described in Exhibit A attached hereto, as well as any updates, upgrades, improvements, revisions, error corrections, new versions, know how and follow-on versions (collectively, "Technology Improvements") thereto.

2. ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS.

2.1 For the IP Allocation and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee all of Assignor's rights, title and interest in and to the Intellectual Property (the Intellectual Property Rights"), and Assignee hereby accepts such assignment of the Intellectual Property Rights (the "Assignment").

2.2 On the Closing Date, and continuing for a reasonable time thereafter, so long as the Assignor entity remains in existence, Assignor shall, promptly upon request by Assignee, in order to effect the Assignment contained herein or to enable Assignee to obtain the full benefits of this Agreement and the transactions contemplated hereby, (i) deliver to Assignee records, data or other documents relating to the Intellectual Property Rights that are in the possession of Assignor or come into the possession of Assignor after the Closing Date, (ii) execute and deliver assignments, licenses, consents, documents or further instruments of transfer, all to be in customary form and reasonably acceptable to Assignor, and (iii) take other actions, render other assistance and execute other documents as reasonably requested by Assignee to enable Assignee to file and prosecute United States and foreign patent, copyright and trademark applications claiming the Intellectual Property; provided, however, Assignor shall not be required to incur any expense in connection with such assistance as is described in this paragraph 2.2 other than nominal costs of copying, mailing and similar administrative expenses.

2.3 After the Closing Date, Assignee, in the exercise of its sole discretion, may add to, subtract from, arrange, rearrange, revise, adapt and translate all or any part of the Technology, and/or combine the Technology with any other work by any other person(s); and/or change or substitute the title of the Technology. Assignor hereby waives any so-called "droit moral" or "moral rights of authors" or any similar rights in and/or to the Intellectual Property to the extent the same are held by Assignor. Assignor shall not institute, support, maintain or participate in any action or lawsuit on the ground that any version of the Technology, or any part thereof, as produced, used, exhibited or exploited by or on behalf of Assignee in any manner whatsoever (i) constitutes a violation of any of Assignor's or any of its directors', officers' or employees' "moral rights" or other rights in any country of the world, (ii) defames or mutilates the Technology or any part thereof, (iii) contains unauthorized variations, alterations, modifications, changes or translations or (iv) defames or injures Assignor in any manner.

2.4 Delivery. Assignor shall deliver to Assignee the materials set forth on Exhibit B as Assignor deliverables upon the Delivery Date under this Agreement.

3. PAYMENTS.

3.1 Assignee's One-time Purchase Payment. As consideration for the Assignment, and transfer of other properties, Assignee is paying contemporaneously with this agreement the IP Allocation.

4. REPRESENTATIONS AND WARRANTIES.

4.1 Assignor Representations and Warranties. Subject to the continuing effectiveness of the Sale Order, Assignor represents and warrants to Assignee as follows:

- (a) As of the Closing Date, Assignor shall be in compliance with the representations regarding Assignor's organization, authority and ability to enter into this Agreement and to perform its obligations hereunder, including delivery of the items in Exhibit B, all as is more fully set forth in Sections 4.1, 4.2, 4.3 and 4.14 of the MSPA. At the Closing, Assignor will

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assign or convey title to the Purchased Assets, including the Intellectual Property, as more fully described in the MSPA.

(b) Between the date of the MSPA and the Closing Date, Assignor has not made and will not make any grant, arrangement or agreement which will or might conflict or interfere with Assignee's enjoyment of the Intellectual Property rights assigned to Assignee hereunder

(c) Nothing in this Agreement shall extend the survival or otherwise modify the representations, warranties and covenants of Assignor set forth in the MSPA.

4.2 Assignee Representations and Warranties. Assignee represents and warrants to Assignor that Assignee has the power and authority to enter into this Agreement and to perform its obligations hereunder.

5. Intentionally deleted

6. CONFIDENTIALITY.

6.1 Confidential Information. As used herein, "Confidential Information" means propriety, legally privileged or sensitive information related to the Purchased Assets, including Trade Secrets, . The parties agree that the Technology is Confidential Information. Each party (the "Receiving Party") may be given access to Confidential Information of the other party (the "Disclosing Party") pursuant to this Agreement.

6.2 Restriction of Confidential Information. The Receiving Party shall hold and maintain the Disclosing Party's Confidential Information in confidence using the same degree of care that it uses with respect to its own Confidential Information, but in no event less than a reasonable degree of care, and shall not use or disclose the Confidential Information of the Disclosing Party except as permitted by this Agreement.

6.3 Exceptions. The foregoing restrictions will not apply to any such Confidential Information that is (i) required to be disclosed by court order or decree or in compliance with applicable law, (ii) in the public domain or enters the public domain other than through a breach hereof by the Receiving Party, (iii) except in the case of Technology assigned hereunder, known to the Receiving Party prior to its receipt from the Disclosing Party hereunder and not subject to a confidentiality obligation, (iv) independently developed by the Receiving Party, as shown by documents in the Receiving Party's files at the time of disclosure or (v) received by the Receiving Party from a third party and not subject to a confidentiality obligation.

6.4 Confidentiality of Agreement. Each party agrees to keep confidential and not to disclose to any third party the terms and conditions of this Agreement or the fact that the parties have entered into this Agreement; provided, however, that each party may disclose the terms and conditions of this Agreement (i) in confidence, to its banks, lawyers, accountants, other professional advisors, and potential investors, (ii) in connection with its enforcement of rights under this Agreement, and (iii) as may be required by law.

6.5 Confidentiality Period. The confidentiality requirements of this Section 6 shall apply for a period of four (4) years from the Closing Date for all Confidential Information except that the time period applicable to Trade Secrets shall be for as long as such information remains a trade secret.

7. GENERAL.

7.1 Notices. Any notice or communication required or permitted to be given hereunder shall be sufficiently given when mailed by certified mail, postage prepaid, return receipt requested, or sent by facsimile transmission or overnight courier, charges prepaid, in each case properly addressed to the addresses of the parties indicated on the first page of this Agreement, or to such other address as may hereafter be furnished in writing by either party hereto to the other party, and such notice shall be deemed to have been given when received or, if receipt is not accomplished by reason of some fault of the addressee, when tendered.

If to Assignor:

R.M. Liquidating, Inc.
f/k/a: Rubicor Medical, Inc.
600 Chesapeake Drive
Redwood City, California 94063
Attn: Dr. James Vetter
Tel.: 877.424.6779

With copy to:

Victoria Counihan, Esq.
Greenberg Traurig, LLP
The Nemours Building
1007 N. Orange St. - Suite 1200
Wilmington, DE 19801
Tel.: 302.661.7000
Facsimile: 302.661.7360

If to Assignee:

Rubicor Medical LLC
c/o Kevin D'Amour Esq.
Medical Partners LLC
Time Center Building
4600 Estate Charlotte Amalie
St Thomas, VI 00802

With copy to:

Jeffrey C Coyne, Esq.
1054 Burning Tree Drive
Chapel Hill, NC 27517
Tel.: 919-933-9292

With copy to:

Mark Casey, Esq.
General Counsel
Hologic, Inc.
250 Campus Drive
Marlborough, MA 01752

With Copy to :

Edwin C. Pease, Esq.

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Brown Rudnick LLP
One Financial Center
Boston, MA 02111

7.2 Modifications. This Agreement may not be modified or amended except by written instrument duly executed by both parties.

7.3 Invalidity. If any provision of this Agreement is invalid under any applicable statute or rule of law, it shall be replaced with a valid provision that most nearly effects the parties' intent in entering into this Agreement and the remaining provisions of this Agreement shall in no way be affected or impaired thereby.

7.4 Waiver. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of such right or any other right hereunder.

7.5 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument and all of which together shall constitute one and the same instrument.

7.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in Delaware, in any action arising out of or relating to this Agreement and waive any other venue to which it may be entitled by domicile or otherwise.

8. TERMINATION OF ASSIGNOR'S RIGHTS TO INTELLECTUAL PROPERTY

8.1 Termination. Assignor agrees that any rights of Assignor, including any rights arising under Contracts, if any, to any and all of the Intellectual Property transferred to Assignee pursuant to this Agreement whether owned or licensed, shall terminate as of the Closing.

[Signature page follows.]


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TRADEMARK
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IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the dates by their respective signatures, below, to be effective as of the Closing Date.

ASSIGNOR
R.M. LIQUIDATING, INC., a
Delaware corporation formerly known
as Rubicor Medical, Inc.,
Debtor and Debtor in Possession

PLEASE SEE ATTACHED
ACKNOWLEDGEMENT
FROM NOTARY PUBLIC.

By: 
James Vetter
Chief Executive Officer
Date: March 29, 2010


On March 29, 2010, before me, the undersigned notary public, personally appeared, James Vetter, Chief Executive Officer of R.M. LIQUIDATING, INC., a Delaware corporation formerly known as Rubicor Medical, Inc., Debtor and Debtor in Possession, known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Person listed as inventor, and/or co-inventor, James Vetter, agrees to the terms of this Assignment and waives any personal claim to the Intellectual Property conveyed.

By: 
James Vetter
Date: March 29, 2010

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Mateo

On 29th MARCH, 2010 before me, Samir K. Mehta, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared JAMES VETTER

Name(s) of Signer(s)

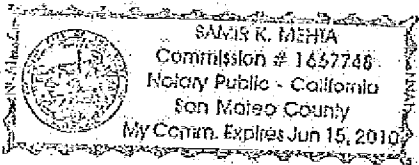
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Samir K. Mehta

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: R.M. LIQUIDATING, INC CERTIFICATION

Document Date: MARCH 29th, 2010 Number of Pages: 1

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: JAMES VETTER

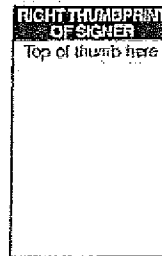
- Individual
- Corporate Officer — Title(s): CEO
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



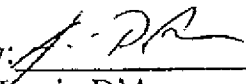
Signer is Representing: _____

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ASSIGNEE
RUBICOR MEDICAL LLC,
A U.S. Virgin Islands corporation

By: 
Kevin D'Amour
Chief Executive Officer
Date: 3/29/10

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