## 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
Life-Tech, Inc.		01/04/2013	CORPORATION: TEXAS

#### **RECEIVING PARTY DATA**

Name:	Laborie Medical Technologies Corp.
Street Address:	6415 Northwest Drive
City:	Mississauga, Ontario
State/Country:	CANADA
Postal Code:	L4V 1X1
Entity Type:	CORPORATION: DELAWARE

#### PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3929167	AUTOREAD
Registration Number:	1756646	JANUS
Registration Number:	1413220	LIFE-TECH
Registration Number:	2796601	LIFE-TECH
Registration Number:	1742999	MICROFLO
Registration Number:	1413219	UROLAB
Registration Number:	1743000	UROPUMP
Registration Number:	2007310	UROVISION

## **CORRESPONDENCE DATA**

**Fax Number**: 6124927077

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 612-492-7000 Email: ip@fredlaw.com

Correspondent Name: Patricia A. Larson, Senior Paralegal

TRADEMARK REEL: 004939 FRAME: 0317 OP \$215.00 3929167

900243687

Address Line 2: 200 S.	sson & Byron, P.A. Sixth Street, Suite 4000 apolis, MINNESOTA 55402-1425
DOMESTIC REPRESENTATIVE	
Name: Address Line 1: Address Line 2: Address Line 3: Address Line 4:	
NAME OF SUBMITTER:	Patricia A. Larson
Signature:	/Patricia A. Larson/
Date:	01/09/2013
Total Attachments: 4 source=Trademark Assignment Life source=Trademark Assignment Life source=Trademark Assignment Life source=Trademark Assignment Life	e-Tech Inc#page2.tif e-Tech Inc#page3.tif

#### TRADEMARK ASSIGNMENT

This Assignment is made between Life-Tech, Inc., a Texas corporation ("<u>Assignor</u>"), and Laborie Medical Technologies Corp., a Delaware corporation with offices at 6415 Northwest Drive, Unit 11, Mississauga, Ontario L4V 1X1, Canada ("<u>Assignee</u>").

WHEREAS, Assignor owns all right, title and interest in and to the trademarks and service marks listed on the attached Schedule, and all related applications and registrations pertaining thereto, including any and all rights, priorities and privileges of Assignor provided under United States, state or foreign law, or multinational law, compact, treaty, protocol convention or organization, with respect to the foregoing, and all goodwill associated therewith (collectively, the "Marks");

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of December 21, 2012, by and among Assignee, Assignor and the shareholders of Assignor named therein (the "Purchase Agreement"), Assignor has agreed to assign to Assignee and Assignee has agreed to accept the assignment of all rights in the Marks.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor does hereby sell, assign, convey, transfer and deliver to Assignee all right, title and interest in and to: (i) the Marks and all of the goodwill associated therewith; (ii) all income, royalties, damages, and payments now or hereafter due or payable with respect to the Marks; (iii) all causes of action (in law or equity) and rights to sue, counterclaim and/or recover for past, present or future infringement thereof; and (iv) all rights corresponding to the foregoing throughout the world, in each case, free and clear of all Encumbrances, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that it would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby authorizes the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all registrations for the Marks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

Assignor will take, or cause to be taken, at Assignee expense, all such other and further action as may reasonably be required by Assignee in order to effect the assignment contemplated hereby.

This Assignment is executed and delivered pursuant to the Purchase Agreement. Nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change or rescind the provisions of the Purchase Agreement, including the warranties, covenants, agreements, conditions, or in general, any rights, remedies or obligations of Assignor or Assignee as set forth in the Purchase Agreement, and in the event of any conflict between the terms and conditions of the Purchase Agreement and the terms and conditions of this Assignment, the Purchase Agreement shall control.

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IN WITNESS WHEREOF,	the undersigned has executed this Assignment as of
	LIFE-TECH, INC.
	By:
AGREED AND ACKNOWLEDGED:	
LABORIE MEDICAL TECHNOLOGIE	S CORP.
By: Name: Robert Laborie Title: President and CEO	

LIFE-TECH, INC.
4644 025 4 XXXXX 4770X
By:
Name: Affred C. Conts
Tisle: President and CEO

AGREED AND ACKNOWLEDGED:

LABORIE MEDICAL IEGHNOLOGIES CORP.

[Signature Page to Trademark Assignment]

# Schedule to Trademark Assignment

U.S. Trademarks

	Registration #	Serial #
AutoRead®	3,929,167	77-729,780
ConSys™		
FOLDaCUP™		
Galen™		
Janus®	1,756,646	74-270,733
Life-Tech®	1,413,220	581,548
Life-Tech®	2,796,601	76-248,651
Microflo®	1,742,999	74-270,734
Novus™		
Opus™		
Primus™		
***Spectrum™		
Tumisensor™		
Tumisizer™		
UroDiary™		
Urolab®	1,413,219	581,547
Uropump®	1,743,000	74-270,736
Urovision®	2,007,310	74-270,737
Novaflo™		

<sup>\*\*\*</sup>Abandoned by Assignor

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**RECORDED: 01/09/2013**