

## 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
David G. Bostwick M.D.		10/24/2011	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Bostwick Laboratories, Inc.		
Street Address:	4355 Innslake Drive		
City:	Glen Allen		
State/Country:	VIRGINIA		
Postal Code:	23060		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3205211	BOSTWICK LABORATORIES	
Registration Number:	3205212	BOSTWICK LABORATORIES	
CORRESPONDENCE DATA			
Fax Number:	4432634108		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	4103477388		
Email:	trademarks@ober.com		
Correspondent Name:	E. Scott Johnson, Esq.		
Address Line 1:	100 Light Street		
Address Line 2:	Ober, Kaler, Grimes & Shriver, A P.C.		
Address Line 4:	Baltimore, MARYLAND 21202		
ATTORNEY DOCKET NUMBER:	024446.074179 DKP		
NAME OF SUBMITTER:	E. Scott Johnson		
Signature:	/E. Scott Johnson/		

CH \$65.00 3205211

Date:

01/18/2013

**Total Attachments: 8**

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), is executed and delivered by David G. Bostwick, M.D. ("Dr. Bostwick") and Bostwick Laboratories, Inc., a Delaware corporation (the "Company"), and is dated and effective as of the 24th day of October, 2011 (the "Effective Date"). Capitalized terms used in this Agreement without definition shall have the meanings ascribed to them in the Merger Agreement referred to below.

RECITALS:

A. Dr. Bostwick is a founder of and is currently employed by the Company under that certain Employment Agreement between Dr. Bostwick and the Company, dated January 1, 2004 (such agreement, the "Prior Employment Agreement") (such relationship with the Company, the "Relationship"), and Dr. Bostwick entered into an Amended and Restated Employment Agreement with the Company dated as of August 18, 2011 and effective as of the Effective Date (the "A&R Employment Agreement").

B. During the course of Dr. Bostwick's Relationship with the Company, Dr. Bostwick has made or may have made, conceived, invented, created, developed, reduced to practice, or acquired, solely or jointly, certain Intellectual Property (as defined below) that arose from, is related to, or otherwise pertains to the Relationship ("Bostwick Inventions").

C. In accordance with the Prior Employment Agreement, Dr. Bostwick owns the Bostwick Inventions and the trademark registrations set forth in Exhibit I (the "Bostwick Trademarks").

D. On August 18, 2011, Bostwick Laboratories Group Holdings, LLC, a Delaware limited liability company formerly known as BWL Group Holdings, LLC ("Parent"), Bostwick Laboratories Holdings, Inc., a Delaware corporation and a direct wholly owned subsidiary of Parent formerly known as BWL Holdings, Inc. ("Intermediate Holdeco"), BWL Acquisition Corp., a Delaware corporation and a direct wholly owned subsidiary of Intermediate Holdeco ("Merger Sub"), the Company, Dr. Bostwick and certain other persons entered into an Agreement and Plan of Merger (as amended, the "Merger Agreement"), pursuant to which Merger Sub is being merged (the "Merger") with and into the Company, with the Company continuing as the surviving corporation in the Merger and a wholly owned subsidiary of Parent and Intermediate Holdeco.

E. Pursuant to the terms of the Merger Agreement, Dr. Bostwick and the Company desire to execute and deliver this Agreement to transfer to Company all of Dr. Bostwick's rights and interests in the Bostwick Inventions and the Bostwick

Trademarks, together with the goodwill developed in connection therewith, and all Intellectual Property arising in connection with the Relationship.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained in the Merger Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

1. Assignment and Further Assurances. Dr. Bostwick hereby irrevocably assigns, conveys and transfers to the Company all of Dr. Bostwick's rights, title and interests in and to the Bostwick Inventions and Bostwick Trademarks, and other Intellectual Property that Dr. Bostwick owns or may own in connection with the Relationship. The Parties agree and stipulate that this Agreement is intended to (i) supersede and terminate any provision in the Prior Employment Agreement that is inconsistent with this Agreement and (ii) supplement, and not supersede or terminate, any rights the Company may have in law or equity with respect to the ownership or protection of IP Rights, or Confidential Information. Dr. Bostwick agrees to take all reasonable and appropriate measures, including the signing, filing or delivery of necessary documents, as determined by the Company or its assignee, acting in good faith and at the Company's or its assignee's (as applicable) sole cost and expense, to effect and to perfect the assignment, conveyance and transfer to the Company of any and all of Dr. Bostwick's rights, title and interests, including all IP Rights, in and to the Bostwick Inventions and Bostwick Trademarks.

As used herein, "Intellectual Property" or "IP Rights" means any and all rights, title or interests in any and all of the following, whether arising under the laws of the United States, any other country, or any treaty regime: (i) trade secrets, information maintained in secret whether or not designated as a trade secret, ideas, discoveries, know-how, formulae, compositions, manufacturing or production processes or techniques, procedures, combination of steps, technical or other data, designs, drawings, diagrams, flow charts, specifications, source code, object code, program listings, laboratory tests, kits, data and test results; (ii) inventions and designs (whether patentable or unpatentable, and whether or not reduced to practice), all improvements thereto, and all patents, patent applications and patent disclosures, together with all re-issuances, corrections, continuations, continuations-in-part, divisionals, revisions, extensions and re-examinations thereof, whether foreign or domestic; (iii) distinctive identifiers, including trademarks, service marks, trade dress, logos, service names, trade names and corporate names, rights of publicity and privacy, domain names, and all other proprietary rights of any kind or nature however denominated, together with all translations, adaptations, applications, derivations and combinations thereof, including all goodwill associated therewith, whether foreign or domestic; (iv) copyrightable works of expression, all copyrights (whether or not registered), all copyright applications, registrations, renewals in connection therewith, whether foreign or domestic, derivative works and moral rights thereof; (v) business marketing plans, proposals and strategies, markets and marketing methods, customer lists and customer information, sponsor lists and sponsor information, purchasing techniques, supplier lists, supplier information and advertising strategies; and (vi) all

claims or causes of action against third parties including the right to sue and recover damages for future and past infringements arising from or relating to any of the foregoing throughout the world.

2. Representations. Dr. Bostwick hereby warrants and represents that, to the best of his knowledge, (i) he is the sole and exclusive owner of the Bostwick Inventions, Bostwick Trademarks, and any other Intellectual Property assigned to the Company pursuant to this Agreement ("Assigned IP"); (ii) no assignment, sale, agreement, or encumbrance has been or will be made or entered into that would conflict with this Assignment; and (iii) the Assigned IP includes all Intellectual Property that he owns in connection with the Relationship.
3. Miscellaneous.
  - a. Entire Agreement. This Agreement and the A&R Employment Agreement constitute the sole, final, and entire understanding between the parties hereto with respect to the subject matter hereof and supersedes any prior or contemporaneous written or oral agreements with respect thereto, provided, however, that this Agreement shall not supersede the Merger Agreement except that in the event of any claimed inconsistency between the Merger Agreement and this Agreement, the terms of this Agreement shall prevail.
  - b. Amendments. No amendment, supplementation or modification of this Agreement will be enforceable unless made and signed by each of Dr. Bostwick and the Company in writing.
  - c. Assignment. The Company may assign this Agreement to any affiliate or subsidiary or to any successor of the Company that acquires all or substantially all of the assets or businesses of the Company or to an acquirer, whether by sale, merger, recapitalization, or other business combination involving all or substantially all of the assets or businesses of the Company, without the consent of any other party hereto.
  - d. Governing Law. This Agreement, the rights of the parties under or in connection with this Agreement or the transactions contemplated hereby, and all actions arising in whole or part under or in connection herewith or therewith (whether at law or in equity, whether sounding in contract, tort, statute or otherwise), will be governed by and construed and enforced in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. Any litigation or other dispute with respect to this Agreement will take place, and the Parties consent to personal jurisdiction and venue, in the courts of the State of Delaware.
  - e. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together

shall constitute a single instrument. Facsimile or PDF signatures shall have the same legal effect as manual signatures.

- f. Waiver. No waiver of any provision this Agreement will be enforceable unless in writing signed by the party against whom the waiver is to be effective. No waiver by any party of any breach or violation of, or default under, this Agreement, whether intentional or not, will be deemed to extend to any prior or subsequent breach, violation or default hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No delay or omission on the part of any party in exercising any right, power or remedy under this Agreement will operate as a waiver thereof.
- g. Specific Performance. Each party hereto stipulates and agrees that any breach by it or threatened breach of any of the terms of this Agreement would cause irreparable harm and injury to the other party, and that the remedies at law therefor, including monetary damages, are inadequate compensation for any loss and that such party shall be entitled to seek specific performance and injunctive or other equitable relief with respect to such other party, without the obligation to post a bond or other security, in addition to any remedies available at law.
- h. Notices. All notices, requests, demands, claims and other communications required or permitted to be delivered, given or otherwise provided under this Agreement must be in writing and must be delivered, given or otherwise provided:
  - i. by hand (in which case, it will be effective upon delivery);
  - ii. by facsimile (in which case, it will be effective upon receipt of confirmation of good transmission); or
  - iii. by overnight delivery by a nationally recognized courier service (in which case, it will be effective on the next business day after being deposited with such courier service);

in each case, to the address (or facsimile number) listed below (or to such other address or facsimile number as a party may designate by notice to the other parties):

If to the Company, to it:

c/o Metalmark Capital Holdings LLC  
1177 Avenue of the Americas  
New York, NY 10036  
Attention: Fazole Husain  
Facsimile: (212) 823-1971  
Phone: (212) 823-1970

with a copy to (which shall not constitute notice):

Ropes & Gray LLP  
1211 Avenue of the Americas  
New York, NY 10036-8704  
Attention: Othon A. Prounis and Christopher Rife  
Facsimile: (212) 596-9090  
Phone: (212) 596-9000

If to Dr. Bostwick, to him at:

4355 Innslake Drive  
Glen Allen, VA 23060  
Attention: David G. Bostwick

with a copy (which shall not constitute notice) to:

Richard T. Bostwick, Esq.  
General Counsel and Secretary  
4355 Innslake Drive  
Glen Allen, VA 23060  
Facsimile: (804) 545-9719  
Phone: (804) 967-9225, extension 1131

- i. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part of degree will remain in full force and effect to the extent not held invalid or unenforceable.

*{The remainder of this page has intentionally been left blank.}*

IN WITNESS WHEREOF, each of the undersigned parties has caused this Agreement to be executed and delivered as of the Effective Date by its officer or representative thereunto duly authorized.

David G. Bostwick  
DAVID G. BOSTWICK, M.D.

BOSTWICK LABORATORIES, INC.

By: \_\_\_\_\_  
Name:  
Title:



IN WITNESS WHEREOF, each of the undersigned parties has caused this Agreement to be executed and delivered as of the Effective Date by its officer or representative thereunto duly authorized.

\_\_\_\_\_  
DAVID G. BOSTWICK, M.D.

BOSTWICK LABORATORIES, INC.

By: Richard T. Bostwick  
Name: Richard T. Bostwick  
Title: Secretary

Exhibit I

Mark	Owner	Registration Number
BOSTWICK LABORATORIES	David G. Bostwick, M.D.	3205212
BOSTWICK LABORATORIES	David G. Bostwick, M.D.	3205211

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