

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
Omitec, Inc.		03/31/2013	CORPORATION:
RECEIVING PARTY DATA			
Name:	Continental Automotive GmbH		
Street Address:	Vahrenwalder StraBe 9		
City:	Hannover		
State/Country:	GERMANY		
Postal Code:	30165		
Entity Type:	gesellschaft mit beschränkter haftung: GERMANY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2788651	OMICHECK	
Registration Number:	2788639	OMISCAN	
Registration Number:	2837970	OMICONNECT	
CORRESPONDENCE DATA			
Fax Number:	3027782600		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	302-778-3460		
Email:	tmde@ratnerprestia.com		
Correspondent Name:	Rex A. Donnelly		
Address Line 1:	P.O. Box 1596		
Address Line 2:	1007 Orange Street, Suite 1100		
Address Line 4:	Wilmington, DELAWARE 19899		
ATTORNEY DOCKET NUMBER:	CTOL-103US		
DOMESTIC REPRESENTATIVE			

OP \$90.00 2788651

Name: Rex A. Donnelly
Address Line 1: P.O. Box 1596
Address Line 2: 1007 Orange Street, Suite 1100
Address Line 4: Wilmington, DELAWARE 19899

NAME OF SUBMITTER:

Rex A. Donnelly

Signature:

/rad/

Date:

08/08/2013

Total Attachments: 6

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DATED 31st March 2013

- (1) **OMITEC, INC.**
- (2) **CONTINENTAL AUTOMOTIVE GmbH**

ASSIGNMENT OF TRADE MARKS

K&L Gates LLP
One New Change London EC4M 9AF
Tel: +44 (0)20 7648 9000
Fax: +44 (0)20 7648 9001
Ref: HDK\STD\1500205.00013

TRADEMARK
REEL: 005087 FRAME: 0516

THIS DEED is made on 31st March 2013

BETWEEN:

- (1) **OMITEC, INC** a Delaware corporation whose registered office is at 3150 Almaden Expy suite 150, San Jose, CA 95118, United States of America (the "**Assignor**"); and
- (2) **CONTINENTAL AUTOMOTIVE GmbH** registered in Germany under number HRB 59424 whose registered office is at Vahrenwalder Straße 9, 30165, Hannover, Germany (the "**Assignee**").

WHEREAS:

- (A) The Assignor is the proprietor of the Trade Marks (as defined below).
- (B) Pursuant to the terms of the Agreement (as defined below), the Assignor has agreed to transfer and the Assignee has agreed to accept the transfer of the Trade Marks.
- (C) The parties have entered into this Deed to give effect to the assignment of the Trade Marks to the Assignee.

NOW IT IS AGREED as follows:

1. **INTERPRETATION**

In this Deed, unless the context requires otherwise:

"**Agreement**" means the asset sale agreement entered into between the Assignor and the assignee on the date hereof; and

"**Trade Marks**" means the trade marks, details of which are set out in the Schedule.

2. **ASSIGNMENT**

In consideration for the payment by the Assignee to the Assignor of the sum of £1, receipt of which is hereby acknowledged by the Assignor, the Assignor hereby assigns to the Assignee with full title guarantee, all right, title and interest in and to the Trade Marks including all rights, common law rights, resulting registration(s) and applications therefor, privileges and advantages thereto, together with the goodwill of the business connected with the use of such Trade Marks and symbolised thereby, including, without limitation, the right to take proceedings and recover damages and obtain all other remedies in respect of past infringements thereof to hold unto the Assignee absolutely in all jurisdictions.

3. **FURTHER ASSURANCE**

- 3.1 The Assignor shall at all times hereafter promptly do all such acts and execute all such documents as the Assignee may request to give full effect to this Deed and secure to the Assignee or any successor in title thereof the full benefit of the rights assigned to the Assignee hereunder.
- 3.2 The Assignor shall provide the Assignee with such assistance as the Assignee may from time to time require for the purpose of defending or enforcing the Trade Marks, provided that the Assignee indemnifies the Assignor for all reasonable costs and damages incurred as a result.
- 3.3 The Assignor irrevocably appoints the Assignee to be its attorney in its name and on its behalf to execute documents, use the Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this Deed. A certificate in writing, signed by any director of the Assignee,

that any instrument or act falls within the authority conferred by this Deed shall be conclusive evidence that such is the case so far as any third party is concerned.

3.4 This power of attorney is irrevocable as long as any of the Assignor's obligations under this Deed remain undischarged.

3.5 The Assignor must ratify and confirm everything that the attorney does or arranges using the powers granted under this Clause.

4. **COUNTERPARTS**

4.1 This Deed may be executed in any number of counterparts, and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart.

4.2 Each counterpart shall constitute an original of this Deed, but all the counterparts shall together constitute but one and the same instrument.

5. **GOVERNING LAW**

This Deed and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes and claims) are governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

IN WITNESS whereof this document has been duly executed as a deed and is intended to be and is delivered on the date first above written.

SCHEDULE
Trade Marks

	Trade Mark / Application Number	Mark / Text	Proprietor	Jurisdiction
1.	2788651	OmiCheck	Omitec Inc.	USA
2.	2788639	OmiScan	Omitec Inc.	USA
3.	2837970	OmiConnect	Omitec Inc.	USA

SIGNED AS A DEED on behalf of OMITEC, INC. Sign here
a company incorporated in Delaware, USA, by:

RICHARD WALL

and

Helmut Ernst

being persons who, in accordance with the laws of
that territory, are acting under the authority of the
company

Wall

H. Ernst

Authorised Signatories

SIGNED AS A DEED on behalf of
CONTINENTAL AUTOMOTIVE GmbH, a
company incorporated in Germany, by:

Sign here

and

being persons who, in accordance with the laws of
that territory, are acting under the authority of the
company

Authorised Signatories

SIGNED AS A DEED on behalf of **OMITEC, INC.** Sign here
a company incorporated in Delaware, USA, by:

.....
and

.....
being persons who, in accordance with the laws of
that territory, are acting under the authority of the
company

.....
Authorised Signatories

SIGNED AS A DEED on behalf of
CONTINENTAL AUTOMOTIVE GmbH, a
company incorporated in Germany, by:

Georg Sistermanns
.....
and

HARALD STUHMANN

.....
being persons who, in accordance with the laws of
that territory, are acting under the authority of the
company

Sign here

[Handwritten signature]
.....

[Handwritten signature]
.....
Authorised Signatories