

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
Spire Biomedical, Inc.		09/12/2013	CORPORATION: MASSACHUSETTS
Spire Corporation		09/12/2013	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	N2 Biomedical LLC		
Street Address:	One Patriots Park		
City:	Bedford		
State/Country:	MASSACHUSETTS		
Postal Code:	01730		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4137614	IONGLIDE	
Registration Number:	3381995	IONTITE	
Registration Number:	3151182	IONTITE	
Registration Number:	2944195	IONLINK	
Registration Number:	2217733	IONCIDE	
Registration Number:	1485158	IONGUARD	
CORRESPONDENCE DATA			
Fax Number:	6173109000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-439-2000		
Email:	docket@nutter.com		
Correspondent Name:	Nutter McClennen & Fish LLP		
Address Line 1:	155 Seaport Blvd.		

OP \$165.00 4137614

Address Line 2: Seaport West
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	112399-1
NAME OF SUBMITTER:	Rory P. Pheiffer
Signature:	/Rory P. Pheiffer/
Date:	09/25/2013

Total Attachments: 5
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of this 18th day of September, 2013 (the "Effective Date") by and among SPIRE BIOMEDICAL, INC., a corporation organized and existing under the laws of Massachusetts, having its principal place of business at One Patriots Park, Bedford, Massachusetts 01730 U.S.A., SPIRE CORPORATION, a corporation organized and existing under the laws of Massachusetts, having its principal place of business at One Patriots Park, Bedford, Massachusetts 01730 U.S.A., (collectively, "Assignor") and N2 BIOMEDICAL LLC, a limited liability company organized and existing under the laws of Delaware, having its principal place of business at One Patriots Park, Bedford, Massachusetts 01730 U.S.A., and its successors, assigns and legal representatives (collectively "Assignee").

WHEREAS, Assignor and Assignee have agreed, pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated the date hereof, by and among Assignor and Assignee, the terms of which are incorporated herein by reference, that Assignor shall and does sell, convey, transfer, assign, grant and deliver to Assignee all of Assignor's right, title and interest in and to the trademarks, service marks, slogans, trade names and the like set forth on Schedule A hereto, together with all applications and registrations pertaining thereto (including, but not limited to, the registrations listed on Schedule A hereto), all common law rights associated therewith, and all goodwill associated therewith throughout the world (collectively, the "Assigned Trademarks"). Capitalized terms used herein but not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor does hereby sell, transfer, convey, assign, grant, set over, and deliver to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Assigned Trademarks together with the goodwill of the business associated therewith, free and clear of all liens, mortgages, options, charges, title defects, security interests, and similar encumbrances, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, designees, nominees, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all causes of action (in law or equity), claims, demands, and any other rights for, or arising from any past, present or future infringement, of the Assigned Trademarks, along with the right to sue for and collect any damages for the use and benefit of Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives.

2. No Conflicts. Assignor represents, warrants, and covenants that no assignment, sale, or encumbrance has been or will be made or entered into, and will not enter into, any oral or written agreement which would conflict with this Assignment, and the execution and delivery of this Assignment does not breach any agreement to which Assignor is a party.

3. Further Assurances. As may be requested by Assignee or its designees or other legal representatives from time to time after the date hereof, Assignor agrees to assist Assignee, or Assignee's successors, assigns, designees, nominees, or other legal representatives, in a commercially reasonable manner, without further consideration, to (a) evidence, record, and perfect the assignment of the Assigned Trademarks and (b) secure Assignee's rights in the Assigned Trademarks, including, but not limited to, the execution, delivery and filing of all applications, specifications, oaths, assignments, powers-of-attorney, and similar instruments that Assignee deems reasonably necessary to assign and convey to Assignee, or Assignee's successors, assignees, designees, nominees or other legal representatives, all right, title and interest in and to the Assigned Trademarks.

4. Authorization. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office and any corresponding foreign office whose duty it is to issue, certify, or assign registrations or applications for trademarks or service marks to issue, certify or assign as appropriate, the same to Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives in accordance with the terms of this Assignment.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the day and year first above written.

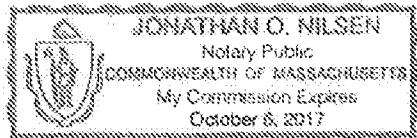
ASSIGNOR:

SPIRE BIOMEDICAL, INC.

By: [Signature]
Name: Robert S. Lieberman
Title: Treasurer

State of Massachusetts)
County of Middlesex) ss.:

On the 12 day of September, in the year 2013, before me, a Notary Public in and for said State, personally appeared Robert S. Lieberman, who is personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instruments and acknowledged to me that such individual executed the same in each individual's capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



[Signature]
Notary Public:
Notary Registration No.
My Commission expires:

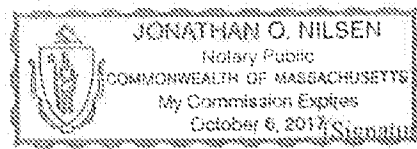
ASSIGNOR:

SPIRE CORPORATION

By: [Signature]
Name: Rodger W. LaFavre
Title: Chief Operating Officer

State of Massachusetts)
County of Middlesex) ss.:

On the 12 day of September, in the year 2013, before me, a Notary Public in and for said State, personally appeared Rodger W. LaFavre, who is personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instruments and acknowledged to me that such individual executed the same in each individual's capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



[Signature]
Notary Public:
Notary Registration No.
My Commission expires:
[Page to Trademark Assignment]

Agreed and Accepted by:

ASSIGNEE:

N2 BIOMEDICAL LLC

By: *Mark C. Little*

Name: Mark C. Little

Title: Chief Executive Officer

State of Massachusetts)
) ss:
County of Middlesex)

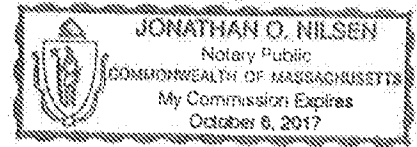
On the 16 day of September, in the year 2013, before me, a Notary Public in and for said State, personally appeared Mark C. Little, who is personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instruments and acknowledged to me that such individual executed the same in each individual's capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Jonathan O. Nilson

Notary Public:

Notary Registration No.

My Commission expires:



[Signature Page to Trademark Assignment]

Schedule A

Registered Trademarks

<u>Mark</u>	<u>Country</u>	<u>Application No. Filing Date</u>	<u>RegistrationNo. Registration Date</u>
IONGLIDE	U.S.A.	85/171,332 November 8, 2010	4,137,614 May 8, 2012
IONGLIDE	Europe	009952334 May 9, 2011	009552334 May 9, 2011
IONTITE	U.S.A.	78/968,616 September 6, 2006	3,381,995 February 12, 2008
IONTITE	U.S.A.	76/108,443 August 11, 2000	3,151,182 October 3, 2006
IONLINK	U.S.A.	76/108,281 August 11, 2000	2,944,195 April 26, 2005
IONCIDE	U.S.A.	75/232,991 January 28, 1997	2,217,733 January 12, 1999
IONGUARD	U.S.A.	73/596,827 May 5, 1986	1,485,158 April 19, 1988
IONGUARD	Canada	0572810 November 11, 1986	TMA374105 October 12, 1990

Unregistered Trademarks

Ultra IonGuard
Spi-Argent
Spi-Spectrum
Spi-Polymer
PEEKGuard
Spi-Sight
Spi-Ceramic
Spi-Met
IonDep
IonJoin
Homometallic
"Surface Science for Life"