

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
COMPUCYTE CORPORATION		10/07/2013	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	THORLABS, INC.		
Street Address:	56 Sparta Avenue		
City:	Newton		
State/Country:	NEW JERSEY		
Postal Code:	07860		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85112484	IDEAL	
Registration Number:	3286798	ICOLOR	
Registration Number:	2950115	ICY5	
Registration Number:	2925751	ICYTE	
Registration Number:	2978283	IBROWSER	
CORRESPONDENCE DATA			
Fax Number:	8668643947		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	973-401-7157		
Email:	tm@grahamcurtin.com		
Correspondent Name:	Harris A. Wolin		
Address Line 1:	Graham Curtin, PA		
Address Line 2:	4 Headquarters Plaza, P.O.Box 1991		
Address Line 4:	Morristown, NEW JERSEY 07962-1991		

OP \$140.00 85112484

ATTORNEY DOCKET NUMBER:	3797-12 (CYTE 4491)
NAME OF SUBMITTER:	Harris A. Wolin
Signature:	/Harris A. Wolin/
Date:	10/17/2013
Total Attachments: 3 source=cyte_3797_12_cyte_4491_20131007_assignment_of_trademarks#page1.tif source=cyte_3797_12_cyte_4491_20131007_assignment_of_trademarks#page2.tif source=cyte_3797_12_cyte_4491_20131007_assignment_of_trademarks#page3.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made on October 7, 2013, by and between **COMPUCYTE CORPORATION**, a corporation duly incorporated under the laws of the Commonwealth of Massachusetts, having a principal address at address at 385 University Avenue, Westwood Massachusetts ("Assignor"), and **THORLABS, INC.**, a corporation duly formed under the laws of New Jersey, with a principal address at 56 Sparta Avenue, Newton, NJ 07860 ("Assignee"), pursuant to an Asset Purchase Agreement, dated as of August 19, 2013 by and between Assignor and Assignee (the "Purchase Agreement"). In the event of a conflict between this Assignment and the Purchase Agreement, the Purchase Agreement shall take precedence.

RECITALS:

Assignor has rights to the following United States and International trademark applications and registrations (the "Marks"):

Registration / Application No.	Country	Mark
85/112484	USA	IDEAL
3286798	USA	ICOLOR
2950115	USA	ICYS
2925751	USA	ICYTE
2978283	USA	IBROWSER
4292843	CTM	ICOLOR
3054491	CTM	IBROWSER
3054459	CTM	ICYTE
TMA635242	CANADA	IBROWSER
TMA682097	CANADA	ICYTE
5024630	JAPAN	ICOLOR
941378	AUSTRALIA	ICYTE
941380	AUSTRALIA	IBROWSER
1042460	AUSTRALIA	ICOLOR
510069	SWITZERLAND	ICYTE
510067	SWITZERLAND	IBROWSER
300370548	HONG KONG	ICOLOR

Assignor desires to assign and convey, and Assignee desires to acquire, all of Assignor's right, title and interest in and to the Marks, together with all good will and all other rights associated with the Marks.

NOW, THEREFORE, for good and sufficient consideration (including the premises and covenants set forth in the Purchase Agreement), receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are incorporated herein as if set forth at length below.
2. Assignor hereby assigns, sets over and transfers to Assignee all of Assignor's right, title and interest in, to and under the following:
 - a) The Marks;
 - b) All common law rights and good will associated with the Marks; and
 - c) The right to recover damages for any and all past infringement.

3. Assignor agrees, upon reasonable request and without further compensation, but at no expense to Assignor, it will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing said registrations in the United States and throughout the world for such Marks, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to such Marks and any registrations issued for such Marks.
4. Assignee hereby accepts the assignment and conveyance of the Marks.

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

COMPUCYTE CORPORATION

THORLABS, INC.

By: 

By: _____

Name: Craig R. Jalbert

Name: Robert P. Regimbal

Title: President

Title: Chief Financial Officer

Date: October 7, 2013

Date: _____

3. Assignor agrees, upon reasonable request and without further compensation, but at no expense to Assignor, it will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing said registrations in the United States and throughout the world for such Marks, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to such Marks and any registrations issued for such Marks.
4. Assignee hereby accepts the assignment and conveyance of the Marks.

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

COMPUCYTE CORPORATION

THORLABS, INC.

By: _____

By: Robert P. Regimbal

Name: Craig R. Jalbert

Name: Robert P. Regimbal

Title: President

Title: Chief Financial Officer

Date: _____

Date: October 7, 2013

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