

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM327264

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
International Technidyne Corporation		12/12/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LifeHealth, LLC		
<b>Street Address:</b>	2656 Patton Rd.		
<b>City:</b>	Roseville		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55113		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1875871	IRMA	
<b>Registration Number:</b>	2974538	IRMA TRUPOINT	
<b>Registration Number:</b>	2974539	TRUPOINT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6123393061		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	612-373-6900		
<b>Email:</b>	request@slwip.com, kgrinnell@slwip.com		
<b>Correspondent Name:</b>	SCHWEGMAN LUNDBERG & WOESSNER, P.A.		
<b>Address Line 1:</b>	P.O. Box 2938		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	4084.004US1/005US1/026US1		
<b>NAME OF SUBMITTER:</b>	Katy Grinnell		
<b>SIGNATURE:</b>	/Katy Grinnell/		
<b>DATE SIGNED:</b>	12/23/2014		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of December 12, 2014, is made by INTERNATIONAL TECHNIDYNE CORPORATION ("Seller"), a Delaware corporation, in favor of LIFEHEALTH, LLC ("Buyer"), a Delaware limited liability company, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of June 12, 2014, and including an Addendum dated December 12, 2014 (the "Asset Purchase Agreement"). All capitalized terms used but not defined herein shall have the same meanings as set forth in the Asset Purchase Agreement.

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, the Purchased Intellectual Property, and has agreed to execute and deliver this IP Assignment, for recording with Governmental Authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the Purchased Intellectual Property, including, without limitation, the following (the "Assigned IP"):
  - (a) the patents and patent applications set forth in Schedule 1 hereto (the "Patents"); and
  - (b) the trademarks listed in Schedule 2 hereto, along with the goodwill associated therewith, and the U.S. Trademark registrations and applications associated therewith (the "Trademarks").
2. Recordation and Further Actions. Seller authorizes the Commissioner for Patents and the Commissioner for Trademarks and any other governmental officials to record and register this IP Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto.
3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

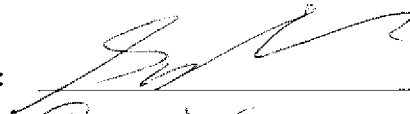
6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and 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)

7. Replacement of Existing Intellectual Property Assignment Agreement. This IP Assignment replaces in its entirety the Intellectual Property Assignment Agreement entered into between Buyer and Seller at the time of the closing of the transactions contemplated by the Asset Purchase Agreement.

[SIGNATURE PAGE FOLLOWS]

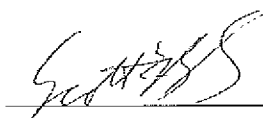
IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

INTERNATIONAL TECHNIDYNE  
CORPORATION

By:   
Name: Scott Cramer  
Title: CEO

AGREED TO AND ACCEPTED:

LIFEHEALTH, LLC

By:   
Name: Scott E. Blomberg  
Title: President/Chief Operating Officer

**SCHEDULE 1**  
**ASSIGNED PATENTS AND PATENT APPLICATIONS**

Includes all US patents listed below in addition to corresponding foreign patents.

Document No.	App. Serial No.	Title	Priority Date	File Date	Publish/Grant Date
US5223433	07/806495	Temperature stabilized fluid calibration system	12/13/91	12/13/91	6/29/93
US5231030	07/837205	Temperature insensitive calibration system	10/26/90	2/18/92	7/27/93
US5232667	07/886616	Temperature control for portable diagnostic system using a non-contact temperature probe	5/21/92	5/21/92	8/3/93
US5325853	07/940271	Calibration medium containment system	9/2/92	9/2/92	7/5/94
US5346604	07/964583	Self-activating chemical sensor system	10/21/92	10/21/92	9/13/94
US5384031	07/980086	Reference electrode	4/29/92	11/24/92	1/24/95
USD351910	D/005165	Portable medical analyzer	2/25/93	2/25/93	10/25/94
USD351913	D/005164	Disposable electrochemical measurement cartridge for a portable medical analyzer	2/25/93	2/25/93	10/25/94
US6060319	08/083680	Temperature stabilized fluid reference system	12/13/91	6/25/93	5/9/00
US5770158	08/661310	Capillary syringe	6/13/96	6/13/96	6/23/98
US5781024	08/687687	Instrument performance verification system	7/26/96	7/26/96	7/14/98
US5968329	08/851970	Interchangeable multiple test system for portable analyzer	5/6/97	5/6/97	10/19/99
US6150174	09/034478	Method for measurement of whole blood coagulation parameters	3/4/98	3/4/98	11/21/00
US6066243	09/119983	Portable immediate response medical analyzer having multiple testing modules	7/21/98	7/21/98	5/23/00
USRE41946	10/153081	Portable immediate response medical analyzer having multiple testing modules	7/22/97	5/22/02	11/23/10
US6890757	10/155519	Portable diagnostic system	5/24/02	5/24/02	5/10/05

Document No.	App. Serial No.	Title	Priority Date	File Date	Publish/Grant Date
US7569393	10/185201	Analytical test cartridge; and, methods	6/28/02	6/28/02	8/4/09
US6794877	10/210661	Apparatus and method for analytical determinations	7/31/02	7/31/02	9/21/04
US8323475	10/394674	Apparatus and method for analytical determinations using amperometric techniques	3/20/03	3/20/03	12/4/12

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SCHEDULE 2

ASSIGNED TRADEMARKS

	Registration No.	Registration Date
1. IRMA	US Reg. 1,875,871	January 24, 1995
2. IRMA	CA Reg. 460,921	August 9, 1996
3. IRMA	JP Reg. 4,213,721	November 20, 1998
4. IRMA TruPoint	US Reg. 2,974,538	July 19, 2005
5. IRMA TruPoint	EU Reg. 3,688,091	May 25, 2005
6. TruPoint	US Reg. 2,974,539	July 19, 2005
7. TruPoint	EU Reg. No. 3,688,108	May 3, 2005