

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM331239

<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>
Evergreen Industries, Inc.		02/02/2015	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PII Evergreen, LLC		
<b>Street Address:</b>	2150 Elmwood Avenue		
<b>City:</b>	Buffalo		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14207		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	909076	EVERGREEN SCIENTIFIC	
<b>Registration Number:</b>	963527	SURETY	
<b>Registration Number:</b>	995828	SPECTROVETTE	
<b>Registration Number:</b>	1207934	EVERGREEN	
<b>Registration Number:</b>	1242627	VISU-CHEK	
<b>Registration Number:</b>	1809928	CALOOPBRATOR	
<b>Registration Number:</b>	1600647	INOCULOOOP	
<b>Registration Number:</b>	1783465	HISTOWARE	
<b>Registration Number:</b>	1949680	PAP-FIX PLUS	
<b>Serial Number:</b>	86295316	FPC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2135334174		
<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>	2135334171		
<b>Email:</b>	lwerk@berliner-ip.com		
<b>Correspondent Name:</b>	BERLINER & ASSOCIATES		
<b>Address Line 1:</b>	555 West Fifth Street		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90013		

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<b>ATTORNEY DOCKET NUMBER:</b>	826-100
<b>NAME OF SUBMITTER:</b>	Robert Berliner
<b>SIGNATURE:</b>	/Robert Berliner/
<b>DATE SIGNED:</b>	02/05/2015

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into as of February 5, 2015 by Evergreen Industries, Inc., a California corporation with an address of 2254 East 49th Street, Vernon, California 90058 (the "Assignor"), to PII Evergreen, LLC, a Delaware limited liability company with an address of 2150 Elmwood Avenue, Buffalo, NY 14207 (the "Assignee") (each a "Party," and collectively the "Parties").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the trademarks identified on Schedule A attached hereto (the "Marks") together with the goodwill associated therewith;

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to the Marks and the goodwill of the business in connection with which the aforesaid Marks have been used; and

WHEREAS, pursuant to that certain Asset Purchase Agreement dated February 5, 2015 (the "Purchase Agreement"), and entered into among the Parties and certain other parties named therein contemporaneously with this Assignment, Assignee has purchased certain assets from Assignor, including without limitation, the Marks together with the goodwill of the business with which the Marks have been used, and the Parties desire to further confirm such purchase and assignment of rights by way of this Assignment.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the sufficiency of which are hereby acknowledged by both Parties, the undersigned Parties, intending to be legally bound, agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and sets over to Assignee, its successors and assigns, the entire right, title, and interest of Assignor in and to the Marks, including any renewals and extensions of the registrations that are or may be secured, now or hereafter in effect, together with the goodwill of the business in connection with which the aforesaid Marks have been used, and including (a) all income, royalties and rights to payment with respect to the Marks, and (b) all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks with the right to sue for, and collect the same for the Assignee's own use and enjoyment.

2. Further Assurances. The Assignor shall provide to the Assignee reasonable cooperation and assistance at the Assignee's request, without charge but at the Assignee's expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering the Marks, (b) in the prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein, (c) in obtaining any additional trademark protection for the Marks that the Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or

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for any or all countries foreign to the United States of America and (d) for the implementation or perfection of the provisions of this Assignment.

3. No Impairment of Purchase Agreement. This Assignment shall not be construed as a waiver of, or to limit, terminate, modify, supersede, enlarge or derogate from the representations, warranties, covenants and agreements set forth in the Purchase Agreement. If there is a conflict between the terms of this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

5. Miscellaneous. This Assignment shall be binding upon and inure to the benefit of the Parties hereto and to their respective heirs, legal representatives, successors and assigns, and shall be construed and enforced in accordance with the laws of the State of Delaware, without regard to its conflicts of law provisions. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Counterpart signature pages to this Assignment transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed effective as of the date first above written.

ASSIGNOR:

EVERGREEN INDUSTRIES, INC.

By: [Signature]  
Name: Gregory L Wong  
Title: President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF LOS ANGELES )

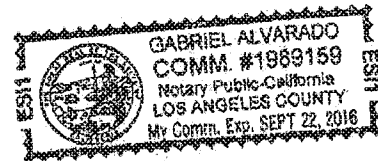
On 2/2/15, 2015, before me, Gabriel Alvarado, Notary Public, personally appeared GREGORY L WONG, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]

(seal)



[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed effective as of the date first above written.

ASSIGNEE:

P11 EVERGREEN, LLC

By: [Signature]  
Name: Gregory Tucholski  
Title: President

SIGNED this 2<sup>nd</sup> day of February 2015

STATE OF New York SS.  
COUNTY OF Erie

Before me this 2<sup>nd</sup> day of February 2015, personally appeared Gregory Tucholski and proved to me through satisfactory evidence of identity which was drivers license to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she executed the same, of his/her own free will and for the purposes set forth.

NOTARY PUBLIC



Robbin L. Blajszczak  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Exp. April 6, 2015

Name: Robbin L. Blajszczak  
My Commission Expires: 4/6/15

[Signature Page to Trademark Assignment]

**SCHEDULE A**

**Trademarks**

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Date of Registration</b>
EVERGREEN SCIENTIFIC	United States	72/345066	909076	03/02/1971
SURETY (Stylized) 	United States	72/403851	0963527	07/10/1973
SPECTROVETTE	United States	72/458272	0995828	10/15/1974
EVERGREEN AND DESIGN (Stylized) 	United States	73264710	1207934	09/14/1982
VISU-CHEK (Stylized) 	United States	73/343413	1242627	06/21/1983
FPC AND DESIGN 	United States	86/295316	-	-
CALOOPBRATOR	United States	74/150908	1809928	12/07/1993
INOCULOP	United States	73/832792	1600647	06/12/1990
HISTOWARE	United States	74/201586	1783465	07/20/1993
PAP-FIX PLUS	United States	74/547358	1949680	01/16/1996
FPC AND DESIGN	Australia	B413477	B413477	08/14/1984
TC SEAL	Common Law	N/A	N/A	N/A
EZ SEAL	Common Law	N/A	N/A	N/A
CRYO SURE	Common Law	N/A	N/A	N/A
MST	Common Law	N/A	N/A	N/A
ORO-COL	Common Law	N/A	N/A	N/A
FTK	Common Law	N/A	N/A	N/A
SERA-SEPARA	Common Law	N/A	N/A	N/A
SPUTOCOL	Common Law	N/A	N/A	N/A
FPC	Common Law	N/A	N/A	N/A
PCA	Common Law	N/A	N/A	N/A
SV	Common Law	N/A	N/A	N/A

AEROPURE	Common Law	N/A	N/A	N/A
SLIDE-SETTE SAVER	Common Law	N/A	N/A	N/A
VISU-CHEK	Common Law	N/A	N/A	N/A