

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343887

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BLACKROCK KELSO CAPITAL CORPORATION		06/30/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	INTERNATIONAL TECHNIDYNE CORPORATION		
Street Address:	8 OLSEN AVENUE		
City:	EDISON		
State/Country:	NEW JERSEY		
Postal Code:	08820		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1875871	IRMA	
Registration Number:	2974538	IRMA TRUPOINT	
Registration Number:	2974539	TRUPOINT	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	6123736900		
Email:	tmg@slwip.com		
Correspondent Name:	SCHWEGMAN LUNDBERG & WOESSNER, P.A.		
Address Line 1:	P.O. Box 2938		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	4084.004US1,005US1,025US1		
NAME OF SUBMITTER:	Katy Grinnell		
SIGNATURE:	/Katy Grinnell/		
DATE SIGNED:	06/08/2015		
Total Attachments: 14			
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ASSET PURCHASE AGREEMENT

between

INTERNATIONAL TECHNIDYNE CORPORATION

and

LIFEHEALTH, LLC

dated as of

June 12, 2014

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “**Agreement**”), dated as of June 12, 2014, is entered into between INTERNATIONAL TECHNIDYNE CORPORATION, a Delaware corporation (“**Seller**”), and LIFEHEALTH, LLC, a Delaware limited liability company (“**Buyer**”).

RECITALS

WHEREAS, Seller is engaged, as one of its businesses, in the business of producing, distributing and selling IRMA TruPoint instruments and cartridges at the Leased Real Property (the “**Business**”); and

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, certain specified assets, and certain specified liabilities, of the Business, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

The following terms have the meanings specified or referred to in this **Article I**:

“**Accrued Vacation Benefits**” has the meaning set forth in **Section 6.05(b)**.

“**Acquisition Proposal**” has the meaning set forth in **Section 6.03**.

“**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

“**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“**Agreement**” has the meaning set forth in the preamble.

“**Allocation Schedule**” has the meaning set forth in **Section 2.07**.

“**Applicable Intellectual Property Agreements**” has the meaning set forth in **Section 2.01(l)**.

“**Applicable Material Contracts**” has the meaning set forth in **Section 4.06(b)**.

“**Assigned Contracts**” has the meaning set forth in **Section 2.01(b)**.

“**Assignment and Assumption Agreement**” has the meaning set forth in **Section 3.02(a)(ii)**.

“**Assignment and Assumption of Lease**” has the meaning set forth in **Section 3.02(a)(v)**.

Section 4.10 Intellectual Property.

(a) **Section 4.10(a)** of the Disclosure Schedules lists all Purchased Intellectual Property that are registered, filed or issued under the authority of any Governmental Authority. All required filings and fees related to the Intellectual Property Registrations have been timely filed with and paid to the relevant Governmental Authorities and authorized registrars, and all Intellectual Property Registrations are otherwise in good standing. Seller has provided Buyer with true and complete copies (to the extent in Seller's possession) of file histories, documents provided to any Governmental Authority, certificates issued by any Governmental Authority, office actions issued by any Governmental Authority and correspondence with any Governmental Authority related to all Intellectual Property Registrations.

(b) **Section 4.10(b)** of the Disclosure Schedules lists all Intellectual Property Agreements. Seller has provided Buyer with true and complete copies of all such Intellectual Property Agreements, including all modifications, amendments and supplements thereto and waivers thereunder.

(c) Except as set forth in **Section 4.10(c)** of the Disclosure Schedules, Seller is the sole and exclusive legal and beneficial, and with respect to the Intellectual Property Registrations, record, owner of all right, title and interest in and to the Purchased Intellectual Property, and has the valid right to use all other Intellectual Property used by Seller in the conduct of the Business as currently conducted, in each case, free and clear of Encumbrances other than Permitted Encumbrances. Without limiting the generality of the foregoing, Seller has entered into binding, written agreements with every current employee and independent contractor of Seller, and with every former employee and independent contractor employed or retained by Seller within the past three years, whereby such employees and independent contractors assign to Seller any ownership interest and right they may have in the Purchased Intellectual Property and acknowledge Seller's exclusive ownership of the Purchased Intellectual Property.

(d) The consummation of the transactions contemplated hereunder will not result in the loss or impairment of or payment of any additional amounts with respect to, nor require the consent of any other Person in respect of, the Buyer's right to own, use or hold for use the Purchased Intellectual Property.

(e) Seller's rights in the Purchased Intellectual Property are valid, subsisting and enforceable.

(f) The conduct of the Business as currently and formerly conducted by Seller, including the use of Purchased Intellectual Property therein, has not infringed, misappropriated or otherwise violated the Intellectual Property or other rights of any Person. To Seller's Knowledge, no Person has infringed, misappropriated or otherwise violated, or is currently infringing, misappropriating or otherwise violating, any of the Intellectual Property owned, used or held for use by Seller in the conduct of the Business as formerly or currently conducted.

(g) There are no Actions (including any oppositions, interferences or re-examinations) settled, pending or, to Seller's Knowledge, threatened (including in the form of offers to obtain a license): (i) alleging any infringement, misappropriation or violation of the Intellectual Property of any Person by Seller in connection with the Business; (ii) challenging the validity, enforceability, registrability or ownership of any of the Purchased Intellectual Property or Seller's rights with respect to any of the Purchased Intellectual Property; or (iii) by Seller or, to Seller's Knowledge, any other Person alleging any infringement, misappropriation or violation by any Person of any Intellectual Property owned, used or held for use by Seller in the conduct of the Business. Seller is not subject to any outstanding or, to Seller's Knowledge, prospective Governmental Order (including any motion or

petition therefor) that does or would restrict or impair Seller's use of any Intellectual Property owned, used or held for use in the conduct of the Business.

Section 4.11 Inventory. All Inventory, whether or not reflected in the Balance Sheet, consists of a quality and quantity usable and salable in the ordinary course of business, except for obsolete, damaged, defective or slow-moving items that have been written off or written down to fair market value or for which adequate reserves have been established. All Inventory is owned by Seller free and clear of all Encumbrances (other than Permitted Encumbrances), and no Inventory is held on a consignment basis. The quantities of each item of Inventory (whether raw materials, work-in-process or finished goods) are not excessive, but are reasonable in the present circumstances of Seller.

Section 4.12 Customers and Suppliers.

(a) **Section 4.12(a)** of the Disclosure Schedules sets forth with respect to the Business (i) each customer who has paid aggregate consideration to Seller for goods or services rendered in an amount greater than or equal to \$30,000 for each of the two most recent fiscal years (collectively, the "**Material Customers**"); and (ii) the amount of consideration paid by each Material Customer during such periods. Seller has not received any notice that any, and to Seller's Knowledge none, of the Material Customers has ceased, or, to Seller's Knowledge, intends to cease after the Closing, to use the goods or services of the Business or to otherwise terminate or materially reduce its relationship with the Business.

(b) **Section 4.12(b)** of the Disclosure Schedules sets forth with respect to the Business (i) each supplier to whom Seller has paid consideration for goods or services rendered in an amount greater than or equal to \$30,000 for each of the two most recent fiscal years (collectively, the "**Material Suppliers**"); and (ii) the amount of purchases from each Material Supplier during such periods. Seller has not received any notice that any, and to Seller's Knowledge none, of the Material Suppliers has ceased, or, to Seller's Knowledge, intends to cease, to supply goods or services to the Business or to otherwise terminate or materially reduce its relationship with the Business.

Section 4.13 Insurance. **Section 4.13** of the Disclosure Schedules sets forth with respect to the Business, the Purchased Assets or the Assumed Liabilities, a list of all pending claims and the claims history for Seller since January 1, 2011. Except as set forth on **Section 4.13** of the Disclosure Schedules, there are no claims related to the Business, the Purchased Assets or the Assumed Liabilities pending under any insurance policies maintained by Seller or its Affiliates and relating to the Business, the Purchased Assets or the Assumed Liabilities (collectively, the "**Insurance Policies**") as to which coverage has been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights. The Insurance Policies are of the type and in the amounts customarily carried by Persons conducting a business similar to the Business and are sufficient for compliance with all applicable Laws and Contracts to which Seller is a party or by which it is bound.

Section 4.14 Legal Proceedings; Governmental Orders. Except as set forth in **Section 4.14** of the Disclosure Schedules, there are no Actions pending or, to Seller's Knowledge, threatened against or by Seller (i) relating to or affecting the Business, the Purchased Assets or the Assumed Liabilities; or (ii) that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. **Section 4.14** of the Disclosure Schedules sets forth all Actions by or against Seller that have been made or which have occurred since June 30, 2012 and which relate to or affect the Business, the Purchased Assets or the Assumed Liabilities. There are no outstanding Governmental Orders and no unsatisfied judgments, penalties or awards against, relating to or affecting the Business.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

INTERNATIONAL TECHNIDYNE
CORPORATION

By: 

Name: SCOTT CRAMER

Title: President & CEO

LIFEHEALTH, LLC

By: 

Name: Michael S. Srinivasan

Title: CEO

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

DISCLOSURE SCHEDULES

to

ASSET PURCHASE AGREEMENT

by and between

INTERNATIONAL TECHNIDYNE CORPORATION

and

LIFEHEALTH, LLC

Dated as of June 12, 2014

These Disclosure Schedules (these “*Disclosure Schedules*”) are being furnished by **INTERNATIONAL TECHNIDYNE CORPORATION**, a Delaware corporation (“*Seller*”), to **LIFEHEALTH, LLC**, a Delaware limited liability company (“*Buyer*”), in connection with the execution and delivery of that certain Asset Purchase Agreement, dated as of June 12, 2014, by and between Seller and Buyer (as may be amended from time to time, the “*Agreement*”). Unless the context otherwise requires, all capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to them in the Agreement.

These Disclosure Schedules have been arranged, for purposes of convenience only, as separate sections and subsections corresponding to the sections and subsections of the Agreement. The representations and warranties of Seller contained in Article IV of the Agreement are subject to (a) the exceptions and disclosures set forth in the sections and subsections of these Disclosure Schedules corresponding to the particular sections and subsections contained in Article IV of the Agreement in which such representation and warranty appears; (b) any exceptions or disclosures explicitly cross-referenced in such section of these Disclosure Schedules by reference to another section or subsection of these Disclosure Schedules; and (c) any exception or disclosure set forth in any other section or subsection of these Disclosure Schedules to the extent it is reasonably apparent that such exception or disclosure is intended to qualify such representation and warranty.

No reference to or disclosure of any item or other matter in these Disclosure Schedules shall be construed as an admission or indication that such item or other matter is material (nor shall it establish a standard of materiality for any purpose whatsoever) or that such item or other matter is required to be referred to or disclosed in these Disclosure Schedules. The information set forth in these Disclosure Schedules is disclosed solely for the purposes of the Agreement, and no information set forth herein shall be deemed to be an admission to any third party of any matter whatsoever, including of any violation of law or breach of any agreement. These Disclosure Schedules and the information and disclosures contained herein are intended only to qualify and limit the representations, warranties and covenants of Seller contained in the Agreement. Nothing in these Disclosure Schedules is intended to broaden the scope of any representation or warranty contained in the Agreement or create any covenant.

Section 2.01 (d)

Trademarks

1. IRMA
2. IRMA TruPoint

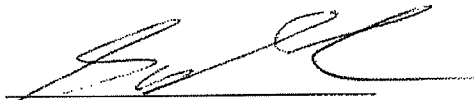
Section 2.01 (d)

Trademarks

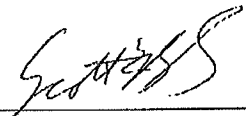
	Registration No.	Registration Date
1. IRMA	US Reg. 1,875,871	January 24, 1995
2. IRMA	CA Reg. 460,921	August 9, 1996
3. IRMA	JP Reg. 4,213,721	November 20, 1998
4. IRMA TruPoint	US Reg. 2,974,538	July 19, 2005
5. IRMA TruPoint	EU Reg. 3,688,091	May 25, 2005
6. TruPoint	US Reg. 2,974,539	July 19, 2005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

This Addendum of December 12, 2014 to the Asset Purchase Agreement of June 12, 2014 replaces in its entirety the disclosure schedule "Section 2.01(d) – Trademarks" delivered in connection with the execution of the Asset Purchase Agreement on June 12, 2014 and acknowledged by the parties below:

INTERNATIONAL TECHNIDYNE CORPORATION

By: 
Name: Scott Cramer
Title: CEO

LIFEHEALTH, LLC

By: 
Name: Scott E. Blomberg
Title: President/COO

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.

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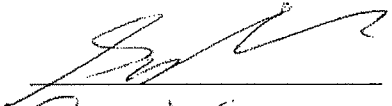
6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of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

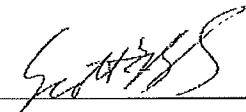
IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

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 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 TruePoint	US Reg. 2,974,538	July 19, 2005
5. IRMA TruePoint	EU Reg. 3,688,091	May 25, 2005
6. TruePoint	US Reg. 2,974,539	July 19, 2005
7. TruePoint	EU Reg. No. 3,688,108	May 3, 2005

June 30, 2014

International Technidyne Corporation
20 Corporate Place South
Piscataway, NJ 08854
Attention: Greg Tibbitts

Re: Consent to Release of Liens

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement dated as of January 17, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among, inter alia, International Technidyne Corporation ("ITC") and Accumetrics, Inc. (each a "Borrower" and collectively, "Borrowers"), the other Loan Parties from time to time party thereto, the lenders from time to time party thereto (each a "Lender" and collectively, "Lenders"), and BlackRock Kelso Capital Corporation, as administrative agent for itself and the other Lenders (in such capacity, "Administrative Agent"). Capitalized terms, unless otherwise defined herein, shall have the respective meanings assigned to them in the Credit Agreement, as applicable.

ITC has informed the Administrative Agent that it intends to sell the "Purchased Assets" (as defined in the Asset Purchase Agreement (as defined below)) pursuant that certain Asset Purchase Agreement dated as of June 12, 2014 (the "Asset Purchase Agreement") by and between ITC, as Seller (in such capacity, the "Seller") and LifeHealth, LLC, with respect to the IRMA TruPoint instruments and cartridges line of business.

The Administrative Agent hereby agrees that all liens, security interests, pledges, mortgages and other collateral interests on the Purchased Assets (as defined in the Asset Purchase Agreement) shall be terminated and released as of the Closing Date (as such term is defined in the Asset Purchase Agreement).

Except as explicitly consented to by the Administrative Agent hereby, all terms, warranties, representations, conditions and covenants contained in the Credit Agreement and the other Loan Documents shall remain in full force and effect. Except for the Purchased Assets (as defined in the Asset Purchase Agreement) expressly released hereby, any property or rights to or interests in property granted as security in the Loan Documents shall remain as security for the Loans and the obligations of the Loan Parties under the Loan Documents.


This letter shall be governed by the laws of the State of New York without giving effect to the choice of law provisions thereof.

[Signatures Appear on Following Pages]

Very Truly Yours,

**BLACKROCK KELSO , as Administrative
Agent**

**By: BlackRock Kelso Capital Advisors LLC, its
Investment Advisor**

By: 
Name: Michael B. Lazar
Title: Chief Operating Officer