

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355441

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Contribution Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A. Daigger and Company, Incorporated		11/19/2014	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Daigger Scientific, Inc.		
Street Address:	620 Lakeview Parkway		
City:	Vernon Hills		
State/Country:	ILLINOIS		
Postal Code:	60061		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3458902	AVITROLAB	
Registration Number:	2120778	DAIGGER	
Registration Number:	3446376	EXCELLERON	
Registration Number:	2754218	GENSKIN	
Registration Number:	4217651	LABGENIUS	
CORRESPONDENCE DATA			
Fax Number:	3122220818		
<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:	312.222.0800		
Email:	chiipdocket@michaelbest.com		
Correspondent Name:	Larry L. Saret		
Address Line 1:	180 N. Stetson Avenue, Suite 2000		
Address Line 2:	Michael Best & Friedrich LLP		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	200992-0001		
NAME OF SUBMITTER:	Larry L. Saret		
SIGNATURE:	/larry l. saret/		
DATE SIGNED:	09/17/2015		

OP \$140.00 3458902

Total Attachments: 12

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CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (this “**Agreement**”) is made and entered into on November 19, 2014 (the “**Effective Date**”), by and between A. Daigger and Company, Incorporated, an Illinois corporation (“**ETA**”), and Daigger Scientific, Inc., an Illinois corporation (“**Daigger**”).

RECITALS

WHEREAS, ETA desires to contribute all of the assets and liabilities of ETA’s business of distribution and sale of laboratory equipment and supplies, currently conducted under the tradename “**Daigger**” (the “**Daigger Business**”) into Daigger, and Daigger desires to accept such assets and liabilities in exchange for issuing to ETA 100% of the issued and outstanding stock of Daigger; and

WHEREAS, ETA desires to retain all of the assets and liabilities of ETA’s business of manufacturing, development and distribution, and sale of educational teaching materials and hands-on learning products, currently conducted under the tradename “**ETA hand2mind**” (the “**ETA Business**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Contribution of Daigger Assets. ETA hereby transfers, conveys, assigns and delivers to Daigger, and Daigger hereby accepts and takes possession of, all right, title and interest in all of ETA’s real, personal, tangible, intangible and other properties, rights and other assets of any kind primarily used in connection with the Daigger Business (the “**Daigger Assets**”), including, but not limited to, the following:

(a) all tangible assets primarily used in connection with or related to the Daigger Business, including, but not limited to, all such inventory, equipment, fixtures, furniture (including the servers on which the Daigger website (www.daigger.com) and related Daigger Business information resides);

(b) all accounts receivable of the of the Daigger Business;

(c) all cash and cash equivalents of the Daigger Business;

(d) all permits, licenses and governmental authorizations primarily used in or related to the Daigger Business and all pending applications therefor or renewals thereof, to the extent transferable;

(e) all registered and unregistered intellectual property primarily used in or related to the Daigger Business and applications therefor, including, but not limited to, the “**Daigger**” name and all similar names and derivatives thereof;

(f) all software and all rights to third-party software licenses primarily used in or related to the Daigger Business;

(g) all contracts primarily related to the Daigger Business and rights arising out of such contracts, including, but not limited to, that certain Software License Agreement, dated June 18, 2012, by and between Transpareensee Systems Inc. and ETA, as amended by that certain Amendment to Software License Agreement, dated effective December 11, 2012, by and between Transpareensee Systems Inc. and ETA;

(h) all rights under all invention assignments by and between ETA and any of its employees or consultants to the extent such inventions or work product is or was used primarily in connection with the Daigger Business;

(i) all files, records, documents, data, plans, proposals, and all other recorded knowledge of ETA and its officers and directors used in or related to the Daigger Business, including client and customer lists and records, referral sources, research and development reports and records, production reports and records, service and warranty records, equipment logs, operating guides and manuals, books of account, financial and accounting records, creative materials, advertising materials, promotional materials, studies, reports, correspondence, and other similar documents and records, whether in written, electronic, visual, or other form;

(j) all telephone numbers, urls, and email addresses related to the Daigger Business;

(k) all prepaid utilities, prepaid rents, prepaid costs and expenses, advance payments and other prepayments, security deposits and other deposits, and other similar assets and amounts to the extent related to the Daigger Business and all rights of ETA to or relating to such deposits and prepayments, and rights to refund, offset, and recoupment;

(l) all benefits and claims of ETA under any insurance policy or contract to the extent related primarily to the Daigger Business or the Daigger Assets or the life of James R. Woldenberg;

(m) all causes of action, choses in action, rights of recovery, judgments, claims, and rights of ETA to the extent related to the Daigger Business or other Daigger Assets;

(n) all rights of ETA under express or implied warranties or guarantees from suppliers, vendors, or licensors that relate to products or services that were primarily related to or used in the Daigger Business or otherwise associated with other Daigger Assets;

(o) all of ETA's interest in and to the Daigger Business as a going concern and all of the goodwill associated with the Daigger Business; and

(p) any Daigger Business assets included in the determination of the Daigger Business NBV as described in the Woldenberg Enterprises Valuation Analysis dated September 30, 2014 prepared by Stout Risius Ross (the “SRR Valuation Analysis”).

2. ETA Assets. ETA will retain possession of and keep all right, title and interest in all of the real, personal, tangible, intangible and other properties, rights and other assets of any kind primarily used in connection with the ETA Business (the “ETA Assets”), including, but not limited to, the following:

(a) all tangible assets primarily used in connection with or related to the ETA Business, including, but not limited to, all such inventory, equipment, fixtures, furniture;

(b) all accounts receivable of the of the ETA Business;

(c) all cash and cash equivalents of the ETA Business;

(d) all permits, licenses and governmental authorizations primarily used in or related to the ETA Business and all pending applications therefor or renewals thereof, to the extent transferable;

(e) all registered and unregistered intellectual property primarily used in or related to the ETA Business and applications therefor, specifically excluding the “Daigger” name and all similar names and derivatives thereof;

(f) all software and all rights to third-party software licenses primarily used in or related to the ETA Business;

(g) all contracts primarily related to the ETA Business and rights arising out of such contracts;

(h) all rights under all invention assignments by and between ETA and any of its employees or consultants to the extent such inventions or work product is or was used primarily in connection with the ETA Business;

(i) all files, records, documents, data, plans, proposals, and all other recorded knowledge of ETA and its officers and directors used in or related to the ETA Business, including client and customer lists and records, referral sources, research and development reports and records, production reports and records, service and warranty records, equipment logs, operating guides and manuals, books of account, financial and accounting records, creative materials, advertising materials, promotional materials, studies, reports, correspondence, and other similar documents and records, whether in written, electronic, visual, or other form;

(j) all telephone numbers and email addresses related to the ETA Business;

(k) all prepaid utilities, prepaid rents, prepaid costs and expenses, advance payments and other prepayments, security deposits and other deposits, and other similar assets and amounts to the extent related to the ETA Business and all rights of ETA to or relating to such deposits and prepayments, and rights to refund, offset, and recoupment;

(l) all benefits and claims of ETA under any insurance policy or contract to the extent primarily related to the ETA Business or the ETA Assets;

(m) all causes of action, choses in action, rights of recovery, judgments, claims, and rights of ETA to the extent related to the ETA Business or other ETA Assets;

(n) all rights of ETA under express or implied warranties or guarantees from suppliers, vendors, or licensors that relate to products or services that were primarily related to or used in the ETA Business or otherwise associated with other ETA Assets;

(o) all of ETA's interest in and to the ETA Business as a going concern and all of the goodwill associated with the ETA Business; and

(p) any ETA Business assets included in the determination of the ETA Business NBV as described in the SRR Valuation Analysis.

3. Contribution of Daigger Liabilities. ETA hereby transfers, conveys, assigns and delivers to Daigger, and Daigger hereby accepts and takes possession of the obligations and liabilities of any kind primarily arising from the Daigger Business (the "**Daigger Liabilities**"), including, but not limited to, the following:

(a) all accounts payable of the Daigger Business;

(b) any liabilities arising from the contracts of the Daigger Business assumed by Daigger pursuant to Section 1(g) above; and

(c) any Daigger Business obligations and liabilities included in the determination of the Daigger Business NBV as described in the SRR Valuation Analysis.

4. ETA Liabilities. ETA will retain possession of the obligations and liabilities of any kind primarily arising from the ETA Business (the "**ETA Liabilities**"), including, but not limited to, the following:

(a) all accounts payable of the ETA Business;

(b) all liabilities under that certain Credit Agreement, dated October 9, 2014, among Learning Resources, Inc., ETA and Heathrow Scientific LLC, as borrowers, and JPMorgan Chase Bank N.A., as lender and administrative agent;

(c) any liabilities arising from the contracts of the ETA Business kept by ETA pursuant to Section 2(g) above; and

(d) any ETA Business obligations and liabilities included in the determination of the ETA Business NBV as described in the SRR Valuation Analysis.

5. Disputes over Division; Shared Asset and Liability Division. With respect to any disagreements between ETA and Daigger, or either of their officers or shareholders, as to whether (i) a pre-contribution asset of ETA was a Daigger Asset or an ETA Asset, (ii) a pre-contribution liability or obligation of ETA was a Daigger Liability or an ETA Liability, or (iii) the post-Effective Date division of a shared asset or obligation or liability (each of the foregoing, being a “**Dispute**”), the parties agree to solve such Dispute(s) pursuant to the terms of Section 12 of the Owners’ Agreement (the “**Owners’ Agreement**”), dated the date hereof, by and among ETA, Daigger and certain other parties thereto.

6. Issuance of Stock. In consideration of the conveyance of the Daigger Assets and Daigger Liabilities, Daigger hereby issues 1,000 shares of Daigger’s common stock to ETA, which represents all of the issued and outstanding common stock of Daigger.

7. Representation and Warranties.

(a) ETA represents and warrants to Daigger as follows:

- (i) ETA is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois;
- (ii) the execution, delivery and performance of this Agreement by ETA has been duly and validly approved and authorized;
- (iii) the execution, delivery or performance of this Agreement by ETA does not conflict with or result in any breach of any provision of its organizational documents, require any consent of any third party, or violate any law, order, writ, injunction, decree, statute, rule or regulation applicable to ETA or its properties or assets; and
- (iv) this Agreement is the legal, valid and binding obligation of ETA enforceable in accordance with its terms.

(b) Daigger represents and warrants to ETA as follows:

- (i) Daigger is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois;
- (ii) the execution, delivery and performance of this Agreement by Daigger has been duly and validly approved and authorized;
- (iii) the execution, delivery or performance of this Agreement by Daigger does not conflict with or result in any breach of any

provision of its organizational documents, require any consent of any third party, or violate any law, order, writ, injunction, decree, statute, rule or regulation applicable to Daigger or its properties or assets; and

- (iv) this Agreement is the legal, valid and binding obligation of Daigger enforceable in accordance with its terms.

8. Covenants.

(a) Collection of Daigger Accounts Receivable. If ETA or its affiliates receive consideration or payments after the Effective Date relating to any of the Daigger Assets, including any payments in connection with any accounts receivable of the Daigger Business, such consideration will be the property of, and shall be immediately forwarded and remitted to, Daigger.

(b) Collection of ETA Accounts Receivable. If Daigger or its affiliates receive consideration or payments after the Effective Date relating to any of the ETA Assets, including any payments in connection with any accounts receivable of the ETA Business, such consideration will be the property of, and shall be immediately forwarded and remitted to, ETA.

(c) Use of Daigger Name. On and after the Effective Date, ETA will no longer use the trade name "Daigger" in the operation of the ETA Business or any other business or activities conducted by ETA or its Affiliates. ETA will change its corporate name within 12 months of the Effective Date from "A. Daigger and Company, Incorporated" to any other name that does not use "Daigger" or any confusingly similar name. Notwithstanding the foregoing, it shall not be a breach of this Section 8(c) for ETA to retain the corporate name "A. Daigger & Company, Incorporated" during such abovementioned 12 month period solely for purposes of (i) filing any annual reports or tax filings with any foreign, federal, state, local or other government, governmental, statutory or administrative authority, regulatory body or commission or any court, tribunal or judicial or arbitral body, or (ii) retaining its existing permits and licenses until such permits and licenses can be changed to "ETA hand2mind, Inc." or such other name determined by ETA.

(d) Non-Assignable Contracts. In the event and to the extent that ETA is unable to obtain any consent, approval or amendment to any contract, lease, license or other rights relating to the Daigger Business that would otherwise be transferred or assigned to Daigger as contemplated herein, ETA shall continue to be bound thereby and the purported transfer or assignment to Daigger shall automatically be deemed deferred until such time as all legal impediments are removed and/or all necessary consents have been obtained.

(e) Further Assurances. In addition to the actions specifically provided for elsewhere in this Agreement and the other agreements contemplated hereby, each of the parties shall use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things reasonably necessary, proper or advisable under applicable laws, regulations and agreements to consummate and make effective the consummation of the transactions contemplated herein and the other agreements and documents contemplated hereby. Without limiting the generality of the foregoing, each party shall cooperate with the other party to execute and deliver, or use commercially reasonable efforts to cause to be executed and delivered, all instruments, including instruments of conveyance, assignment and transfer, and to make all filings with, and to obtain all consents, approvals or authorizations of, any governmental or regulatory authority or any other Person under any permit, license, contract or other instrument, and to take all such other actions as such party may reasonably be requested to take by the other party from time to time, consistent with the terms of this Agreement, in order to confirm the title of Daigger to all of the Daigger Business.

9. Indemnification.

(a) Indemnification by Daigger. Daigger shall indemnify, defend and hold harmless ETA and each of its Affiliates, directors, officers, employees and agents, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the “**ETA Indemnified Parties**”), from and against any and all Expenses and Losses incurred or suffered by ETA (and/or one or more of the ETA Indemnified Parties), in connection with, relating to, arising out of or due to, directly or indirectly, any of the following items: (i) the Daigger Business as conducted by ETA or its subsidiaries, Affiliates or predecessors on or at any time prior to or after the Effective Date; (ii) the Daigger Assets; (iii) the Daigger Liabilities; and/or (iv) the breach by Daigger of any covenant or agreement set forth in this Agreement, regardless of when or where the loss, claim, accident, occurrence, event or happening giving rise to the Expense or Loss took place, or whether any such loss, claim, accident, occurrence, event or happening is known or unknown, or reported or unreported.

(b) Indemnification by ETA. ETA shall indemnify, defend and hold harmless Daigger and each of its Affiliates, directors, officers, employees and agents, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the “**Daigger Indemnified Parties**”), from and against any and all Expenses and Losses incurred or suffered by Daigger (and/or one or more of the Daigger Indemnified Parties) to the extent arising out of or due to any of the following items: (i) ETA Business conducted by ETA or its subsidiaries, Affiliates or predecessors on or at any time prior to or after the Effective Date; (ii) the ETA Assets; (iii) the ETA Liabilities; and/or (iv) the breach by ETA of any covenant or agreement set forth in this Agreement, regardless of when or where the loss, claim, accident, occurrence, event or happening giving rise to the Expense or Loss took place, or whether any such loss, claim, accident, occurrence, event or happening is known or unknown, or reported or unreported.

(c) Remedies Cumulative. The remedies provided in this Section 9 shall be cumulative and shall not preclude assertion by an indemnified party of any other rights or the seeking of any and all other remedies against any indemnifying party.

(d) Survival. All covenants and agreements of the parties contained in this Agreement relating to indemnification shall survive the Effective Date indefinitely.

(e) Certain Definitions.

“**Action**” means any action, claim, suit, arbitration, inquiry, subpoena, discovery request, proceeding or investigation by or before any court or grand jury, any governmental or other regulatory or administrative entity, agency or commission or any arbitration tribunal.

“**Affiliates**” means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by or is under common control with such Person. For the purpose of this definition, the term “control” means the power to direct the management of an entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the term “controlled” has the meaning correlative to the foregoing. After the Effective Date, Daigger and ETA shall not be deemed to be under common control for purposes hereof.

“**Expenses**” means any and all expenses incurred in connection with investigating, defending or asserting any claim, action, suit or proceeding incident to any matter indemnified against hereunder (including court filing fees, court costs, arbitration fees or costs, witness fees, and reasonable fees and disbursements of legal counsel, investigators, expert witnesses, consultants, accountants and other professionals).

“**Losses**” means any and all losses, costs, obligations, liabilities, settlement payments, awards, judgments, fines, penalties, damages, fees, expenses, deficiencies, claims or other charges, absolute or contingent, matured or unmatured, liquidated or unliquidated, accrued or unaccrued, known or unknown (including, without limitation, the costs and expenses of any and all Actions, threatened Actions, demands, assessments, judgments, settlements and compromises relating thereto and attorneys’ fees and any and all expenses whatsoever reasonably incurred in investigating, preparing or defending against any such Actions or threatened Actions). Notwithstanding the foregoing, neither ETA nor Daigger will be liable or responsible in any way for any consequential damages suffered by the ETA Indemnified Parties or the Daigger Indemnified Parties, as applicable.

“**Person**” means any natural person, corporation, limited liability company, general or limited partnership, unincorporated association, cooperative, trust or other legal or functional entity.

10. Miscellaneous.

(a) Governing Law. It is the intention of the parties that internal Laws of the State of Illinois (irrespective of its choice of law principles) shall govern the validity of this Agreement.

(b) Dispute Resolution. The parties agree to resolve any dispute, claim or controversy among the parties pursuant to Section 12 of the Owners' Agreement.

(c) Notices. Any notice, request, demand or other communication given by any party under this Agreement must be in writing, may be given by a party or its legal counsel, and will be deemed to be duly given (i) when personally delivered, (ii) upon delivery by Federal Express, United Parcel Service, or similar overnight courier service which provides evidence of delivery, (iii) when five days have elapsed after its transmittal by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to whom directed at such party's address as set forth herein or another address of which such party has given written notice, or (iv) when delivered by e-mail if a copy thereof is also delivered in person by overnight courier.

To ETA: Richard M. Woldenberg
 500 Greenview Ct.
 Vernon Hills, Illinois 60061
 E-mail: rwoldenberg@learningresources.com

with a copy to : Much Shelist, P.C.
 191 N. Wacker Drive, Suite 1800
 Chicago, IL 60606
 Attention: David T. Brown
 E-mail: dbrown@muchshelist.com

To Daigger: James R. Woldenberg
 620 Lakeview Parkway
 Vernon Hills, Illinois 60061
 E-mail: jwoldenberg@daigger.com

with a copy to: Horwood Marcus & Berk Chartered
 500 West Madison, Suite 3700
 Chicago, Illinois 60661
 Attention: Keith H. Berk
 E-mail: kberk@hmblaw.com

(d) Severability. If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and application of such provisions shall be interpreted so as best to

reasonably effect the intent of the parties hereto. The parties further agree to replace any such invalid or unenforceable provisions of this Agreement with valid and enforceable provisions that will achieve, to the extent possible, the economic, business and other purposes of the invalid or unenforceable provisions.

(e) Counterparts. This Agreement may be executed by facsimile or as an attachment to electronic mail in "Portable Document Format" (PDF), or "Tagged Image File Format" (TIFF), in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

(f) Amendment. Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the party to be bound thereby.

(g) No Waiver. The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provision.

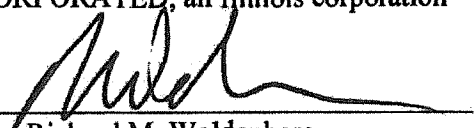
(h) Further Assurances. Upon the reasonable request of the either party hereto, such other party hereto will (a) execute and deliver to the other party such other documents, releases, assignments and other instruments as may be required to effectuate completely the transfer and assignment to Daigger of, and to vest fully in Daigger title to, the Daigger Assets and to (b) take all other actions to fulfill the intent and purpose of this Agreement and the transactions contemplated herein.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Contribution Agreement on the date first above written.

ETA:

A. DAIGGER AND COMPANY
INCORPORATED, an Illinois corporation

By: 
Name: Richard M. Woldenberg
Its: Chairman

DAIGGER:

DAIGGER SCIENTIFIC, INC., an
Illinois corporation

By: _____
Name: James R. Woldenberg
Its: President

Signature Page to Contribution Agreement

5288255

TRADEMARK
REEL: 005625 FRAME: 0574

IN WITNESS WHEREOF, the parties have executed this Contribution Agreement on the date first above written.

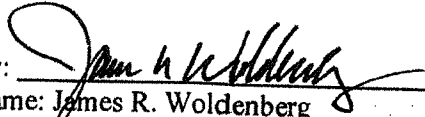
ETA:

A.DAIGGER AND COMPANY,
INCORPORATED, an Illinois corporation

By: _____
Name: Richard M. Woldenberg
Its: Chairman

DAIGGER:

DAIGGER SCIENTIFIC, INC., an
Illinois corporation

By:  _____
Name: James R. Woldenberg
Its: President