



HEET  
**KS ONLY**

Docket No.:  
**RE35-140**

**3-5-08 TRADE**

**103486819**

original documents or the new address(es) below.

1. Name of conveying party(ies):

**Avista Laboratories, Inc. aka AVLB, Inc.**

- Individual(s)
- General Partnership
- Corporation-State: Washington
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance/Execution Date(s):

Execution Date:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies):

Additional names, addresses, or citizenship attached?  Yes  No

Name: **Relion, Inc.**

Internal

Address:

Street Address: **15913 E. Euclid Avenue**

City: **Spokane**

State: **WA**

Country: **USA** ZIP: **99216**

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from

4. Application number(s) or registration numbers(s) and identification or description of the Trademark/Service Mark:

A. Trademark / Service Mark Application No.(s)

**77/063,516**  
**77/063,347**

B. Trademark / Service Mark Registration No.(s)

Additional sheet(s) attached?  Yes  No

OPR/FINANCE  
3-5 AM 10:31

C. Identification or Description of Trademark(s)/Service Mark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: **George G. Grigel**

Internal Address: **Wells St. John P.S.**

Street Address: **601 W. First Avenue, Suite 1300**

City: **Spokane**

State: **WA** Zip: **99201**

Phone Number: **(509) 624-4276**

Fax Number: **(509) 838-3424**

Email Address: **ggrigel@wellsstjohn.com**

6. Total number of applications and registrations involved:

**2**

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ **65.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information

- a. Credit Card **01 FC: 8521** 4 Numbers **46.00 OP**  
**02 FC: 8522** Expiration Date **25.00 OP**
- b. Deposit Account Number **23-0925**  
Authorized User Name **Wells St. John P.S.**

9. Signature:

**George G. Grigel**

Name of Person Signing

**3 Mar, 2008**  
Date

Total number of pages including cover sheet, attachments, and document:

**3**

**NUNC PRO TUNC ASSIGNMENT**

**PARTIES TO THE ASSIGNMENT:**

**ASSIGNOR:**

Avista Laboratories, Inc., aka AVLB, Inc.  
Corporation of the State of Washington  
15913 E. Euclid  
Spokane, WA 99216

**ASSIGNEE:**

Relion, Inc.  
Corporation of the State of Washington  
15913 E. Euclid  
Spokane, WA 99216

WHEREAS, AVISTA LABORATORIES, INC. aka AVLB, INC. and which has a principal office at 15913 E. Euclid Avenue, Spokane, Washington 99216 has adopted, used and is using the marks as reflected in U.S. Trademark application Serial Nos. 77/063,516 and 77/063,347 and


WHEREAS, RELION, INC., a Washington Corporation having a principal place of business at 15913 E. Euclid Avenue, Spokane, Washington 99216 is desirous of acquiring the marks and any registration maturing from said marks and all the rights therein;

NOW THEREFORE, for one dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, AVISTA LABOARATORIES, INC. aka AVLB, INC. does hereby irrevocably sell, assign and transfer to RELION, INC., its successors, assigns, and legal representatives, it entire right, title and interest in and to the marks as reflected in the above noted U.S. Trademark Applications, worldwide,

together with the goodwill of the business symbolized by these marks and the above identified applications and any registrations resulting therefrom. This grant specifically includes, without limitations all common law rights as may have been acquired by AVISTA LABORATORIES, INC. aka AVLB, Inc. respecting such mark or terms confusingly similar thereto heretofore adopted or used by AVISTA LABORATORIES, INC. aka AVLB, Inc. as well as the right to recover for any third party infringement thereof regardless of whether such infringement occurred before or occurs after the date of this Assignment.

AVISTA LABORATORIES, INC. aka  
AVLB, Inc. (a Washington Corporation)

Date: 3/3/08

By:   
Peter C. Christensen  
Vice President, AVISTA  
LABORATORIES, INC. aka AVLB, Inc.