

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Indiana University Research and Technology Corporation		08/05/2008	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	BehNeem, LLC		
Street Address:	351 West 10th Street		
Internal Address:	Suite 324		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46202		
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3022506	EPSILEN	
CORRESPONDENCE DATA			
Fax Number:	(317)237-1000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(317) 237-0300		
Email:	stephanie.gumm@bakerd.com		
Correspondent Name:	Stephanie A. Gumm		
Address Line 1:	300 North Meridian Street		
Address Line 2:	Suite 2700		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	0981010 .0001		
NAME OF SUBMITTER:	Stephanie A. Gumm		
Signature:	/sag/		

CH \$40.00 3022506

Date:

08/18/2008

Total Attachments: 2

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Trademark Assignment

This TRADEMARK ASSIGNMENT ("Assignment") is made as of this 1 day of August 2008, by Indiana University Research and Technology Corporation, a corporation organized and existing under the laws of the State of Indiana, with its principal place of business at 351 West 10th Street, Indianapolis, Indiana 46202 ("Assignor"), to BehNeem, LLC, a limited liability company organized and existing under the laws of the State of Indiana, with its principal place of business at 351 West 10th Street, Suite 324, Indianapolis, Indiana 46202 ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Trademark Purchase and Sale Agreement dated as of the 1st day of August 2008 (the "Agreement"), pursuant to which Assignor has agreed to transfer to Assignee and Assignee has agreed to accept from Assignor certain intellectual property assets;

WHEREAS, pursuant to the Agreement, Assignor has agreed to execute such instruments as Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, all right, title and interest of Assignor in, to and under the intellectual property assets; and

WHEREAS, in accordance therewith, Assignor desires to assign to Assignee all of Assignor's worldwide right, title and interest in, to and under Assignor's common law and registered trademark EPSILEN (the "Mark") (U.S. Registration No. 3,022,506) and the goodwill of Assignor's business which is associated therewith and which is symbolized thereby.

NOW, THEREFORE, Assignor, for and in exchange for the consideration set forth in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer, grant and convey to Assignee, free and clear of all pledges, security interests, liens, charges, encumbrances, equities, claims, options or limitation of every kind, all of Assignor's worldwide right, title and interest in, to and under the Mark, including the application for the Mark, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement thereof, whether arising on, prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor agrees to execute, acknowledge and deliver to Assignee, at Assignee's request, any and all further documents, papers, affidavits, statements and/or other instruments, whether or not in paper or electronic form, to confirm Assignee's ownership of all rights pursuant to this Assignment.

All initially capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

This Assignment shall be binding upon the successors and assigns of Assignor and inure to the benefit of the successors and assigns of Assignee.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

ASSIGNOR

Indiana University Research and Technology Corporation

By: *Jack H. Pincus*
Printed Name: Jack H. Pincus
Title: VP of Technology Transfer

STATE OF INDIANA)
)
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared Jack H. Pincus known to me to be the VP of Tech Transfer of Indiana University Research and Technology Corporation, an Indiana corporation, who acknowledged the execution of the foregoing Trademark Assignment for and on behalf of said company.

WITNESS my hand and Notarial Seal this 5th day of August 2008.

Jennifer L. Matlik
Notary Public - Signature

Printed Name: Jennifer L. Matlik

My Commission Expires:
10-12-2013

My County of Residence:
Marion