

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Asterand, Inc.		07/31/2012	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Asterand US Acquisition Corporation
<b>Street Address:</b>	One Kendall Square B6201
<b>City:</b>	Cambridge
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02139
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2593077	ASTERAND
Registration Number:	3034992	ASTERAND PARTNERS IN HUMAN TISSUE RESEARCH
Registration Number:	3700416	QUAD SET

**CORRESPONDENCE DATA**

Fax Number: 2486894071  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 248-689-3500  
 Email: schultz@reising.com  
 Correspondent Name: Michael C. Adams  
 Address Line 1: 755 W. Big Beaver Road, Suite 1850  
 Address Line 4: Troy, MICHIGAN 48084

<b>ATTORNEY DOCKET NUMBER:</b>	7517.3000.000
<b>NAME OF SUBMITTER:</b>	Michael C. Adams

OP \$90.00 2593077

Signature:	/Michael C. Adams/
Date:	11/26/2012
Total Attachments: 6 source=Signed_Asterand_US_Acquisition_Assignment#page1.tif source=Signed_Asterand_US_Acquisition_Assignment#page2.tif source=Signed_Asterand_US_Acquisition_Assignment#page3.tif source=Signed_Asterand_US_Acquisition_Assignment#page4.tif source=Signed_Asterand_US_Acquisition_Assignment#page5.tif source=Signed_Asterand_US_Acquisition_Assignment#page6.tif	

**TRADEMARK ASSIGNMENT**  
**(US)**

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made as of July 31, 2012, by and between Asterand, Inc., a Delaware corporation (the "Assignor"), and Asterand US Acquisition Corporation, a Delaware corporation ("Assignee").

**WHEREAS**, Assignor and Assignee are parties to an Asset Purchase Agreement dated June 10, 2012 (the "Purchase Agreement"); and

**WHEREAS**, pursuant to the Purchase Agreement, Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to purchase from Assignor all of Assignor's right, title and interest in and to the trademark registrations set forth in Schedule A (the "Marks").

**NOW, THEREFORE**, pursuant to the Purchase Agreement which provides for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee the entire right, title and interest in and to the Marks, together with the goodwill of the business associated therewith, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable on or after the date hereof, including, without limitation, 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 Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Unless otherwise noted, all of the goods and services associated with each of the Marks are hereby assigned from Assignor to Assignee.

The Assignor hereby consents, without any objection, to the recordation of this Assignment with the United States Patents and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries.

The Assignor shall, at Assignee's expense (with reasonable compensation from Assignee to Assignor), take reasonable further actions and provide to Assignee, Assignee's successors, assigns or other legal representatives, all reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, reasonable cooperation and assistance with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation,

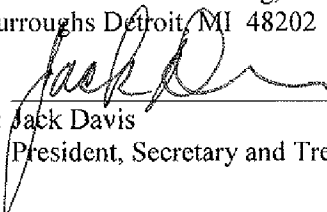
testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation, recordation or perfection of this Assignment in all applicable jurisdictions throughout the world.

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

[SIGNATURES TO FOLLOW]

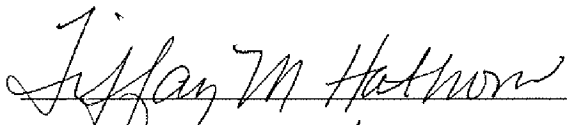
**ASSIGNOR:**

**ASTERAND, INC.**, a Delaware corporation, whose principal place of business is: TechOne Building, Suite 501, 440 Burroughs Detroit, MI 48202

By:   
Name: Jack Davis  
Its: President, Secretary and Treasurer

COUNTRY: US )  
COUNTY OF Wayne ) SS  
CITY OF Detroit )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that on 8/6, 2012, Jack Davis, personally known to me to be the President, Secretary and Treasurer of **ASTERAND INC.**, a Delaware corporation, on behalf of said corporation, he signed, sealed and delivered the foregoing Trademark Assignment as his free and voluntary act, for the uses and purposes therein set forth.

  
Notary Public, County of Wayne  
City of Detroit  
My Commission Expires: 6-19-2013  
County of Residence: Macomb

[ASSIGNEE'S SIGNATURE ON THE FOLLOWING PAGE]

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT (US)]

**ASSIGNOR:**

**ASTERAND, INC.**, a Delaware corporation, whose principal place of business is: TechOne Building, Suite 501, 440 Burroughs Detroit, MI 48202

By: *Jack Davis*  
Name: Jack Davis  
Its: President, Secretary and Treasurer



COUNTRY: ENGLAND AND WALES )  
COUNTY OF \_\_\_\_\_ ) SS  
CITY OF LONDON )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that on 30 JULY, 2012, Jack Davis, personally known to me to be the President, Secretary and Treasurer of **ASTERAND INC.**, a Delaware corporation, on behalf of said corporation, he signed, sealed and delivered the foregoing Trademark Assignment as his free and voluntary act, for the uses and purposes therein set forth.

*Emma Noon*

**NOTARY PUBLIC  
LONDON, ENGLAND  
EMMA NOON**  
(My Commission expires with Life)



Notary Public, County of ENGLAND AND WALES,  
City of LONDON  
My Commission Expires: WITH LIFE  
County of Residence: ENGLAND

**CHEESWRIGHTS**  
NOTARIES PUBLIC

Bankside House, 107 Leadenhall Street,  
London EC3A 4AF  
Telephone: 020 7623 9477  
Facsimile: 020 7623 5427

[ASSIGNEE'S SIGNATURE ON THE FOLLOWING PAGE]



[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT (US)]



SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Countr y	App. No.	Reg. No.	Class(es)	Action	Due	DueDate	Owner
ASTERAND	US	78/05753 1	2593077	42				Asterand, Inc.
ASTERAND & BUTTERFLY DESIGN	US	78/48169 1	3034992	42	FIRST RENEWAL DUE		12/27/2015	Asterand, Inc.
QUAD SET	US	78/86257 5	3700416	1	AFF OF USE DUE		10/20/2015	Asterand, Inc.