

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

H&M Scientific, Inc.

- Individual(s)
- Partnership
- Corporation- State: Pennsylvania
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) May 7, 2013

- 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: Burrell Scientific, LLC

Street Address: 200 Wallace Road, Suite 200

City: Wexford

State: Pennsylvania

Country: USA Zip: 15090

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship USA/Pennsylvania

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

1,701,576 "Wrist Action" wordmark

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(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: Burrell Scientific, LLC

Internal Address: Suite 200

Street Address: 200 Wallace Road

City: Wexford

State: Pennsylvania Zip: 15090

Phone Number: _____

Docket Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 504036

Authorized User Name Shelly Rotondo

9. Signature:

Walter L. Proschy Signature

May 1, 2013 Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 504036 170157

TRADEMARK ASSIGNMENT

WHEREAS, H & M Scientific, Inc. f/k/a Burrell Scientific, Inc., with its registered office at 2223 Fifth Avenue, Pittsburgh, Pennsylvania 15219, U.S.A., (herein referred to as "ASSIGNOR"), is the owner of all worldwide common law and registered rights, titles, and interests in and to the following marks (hereinafter collectively referred to as "THE MARK"):

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
WRIST ACTION	July 21, 1992	1,701,576

AND WHEREAS, ASSIGNOR and Burrell Scientific, LLC, a Pennsylvania limited liability company, having an office at 200 Wallace Road, Suite 200, Wexford, Pennsylvania 15090, U.S.A., (herein referred to as "ASSIGNEE") are parties to that certain Asset Purchase Agreement of even date herewith (the "ASSET PURCHASE AGREEMENT"),

AND WHEREAS, included in the assets to be conveyed to ASSIGNEE by ASSIGNOR in accordance with the ASSET PURCHASE AGREEMENT is ASSIGNOR'S worldwide right, title and interest in THE MARK and the goodwill associated therewith.

NOW, THEREFORE, in consideration for execution of the ASSET PURCHASE AGREEMENT, the payment of the consideration stipulated in the ASSET PURCHASE AGREEMENT, and other good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR and ASSIGNEE agree as follows:

Assignment. ASSIGNOR hereby irrevocably conveys, assigns, sells, transfers, and sets over unto said ASSIGNEE, effective immediately, its entire right, title, and interest in and to following, said ASSIGNEE to have and to hold the interests herein assigned as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this Assignment not been made:

a. THE MARK together with the goodwill of the business connected with the use of and symbolized by THE MARK and all common law and registered rights for all countries and any registrations which may issue in any country including all priority rights under any international conventions;

b. All trademark registrations and trademark applications and all issuances, extensions and renewals thereof;

c. Any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

d. Any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for

past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Recordation. ASSIGNOR authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by ASSIGNEE.


Further Assurances. ASSIGNOR agrees that it will communicate to ASSIGNEE or the representatives thereof any facts known to ASSIGNOR respecting THE MARK, and will, upon request, but at ASSIGNEE'S expense, testify in any legal proceedings, sign all lawful papers, execute all applications and/or registrations and/or renewal applications, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by said ASSIGNEE or by counsel for said ASSIGNEE, to ensure that THE MARK is properly assigned to ASSIGNEE, or any assignee or successor thereto, and to assist or enable said ASSIGNEE to obtain and enforce full benefits from the rights and interests herein assigned.

Governing Law. This Trademark 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 Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction).

Signed and acknowledged by ASSIGNOR effective this 1st day of May, 2013.

H & M Scientific, Inc., f/k/a Burrell
Scientific, Inc.

By: _____


Joseph J. Mattis, Vice President