

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351151

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIANFLONE SCIENTIFIC INSTRUMENTS CORPORATION		04/10/2015	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	CIANFLONE SCIENTIFIC LLC		
Street Address:	135 Industry Drive		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15275		
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0888235	PORTASPEC	
CORRESPONDENCE DATA			
Fax Number:	8562321601		
<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:	8564971288		
Email:	jgremminger@lauletta.com		
Correspondent Name:	Jonathan Gremminger, Esq.		
Address Line 1:	591 Mantua Boulevard Suite 200		
Address Line 4:	Sewell, NEW JERSEY 08080		
NAME OF SUBMITTER:	Jonathan Gremminger, Esq.		
SIGNATURE:	/Jonathan Gremminger/		
DATE SIGNED:	08/12/2015		
Total Attachments: 4			
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OP \$40.00 0888235

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of April 10, 2015, is made by CIANFLONE SCIENTIFIC INSTRUMENTS CORPORATION ("Seller"), a Pennsylvania corporation, in favor of CIANFLONE SCIENTIFIC LLC ("Buyer"), a Pennsylvania limited liability company, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer, Seller and William L. Virgi, Executor of the Estate of Robert A. Cianflone, dated as of April 10, 2015 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer all of Seller's right, title and interest in and to the following (the "Assigned IP"):

(a) the patents and patent applications set forth in Schedule A hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");

(b) the trademarks, trademark registrations and applications set forth in Schedule B hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks");

(c) the copyright registrations, applications for registration set forth in Schedule C hereto and all issuances, extensions and renewals thereof (the "Copyrights");

(d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) 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

(f) 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.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This IP 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 IP 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).

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

CIANFLONE SCIENTIFIC
INSTRUMENTS CORPORATION

By: 

Name: *William L. Virgo*

Title: *President*

SCHEDULE B

LIST OF TRADEMARKS

<u>Name</u>	<u>Registration #</u>	<u>Jurisdiction</u>
Portaspec	196,491	Canada
Portaspec	1,085,158	Germany
Portaspec	1,008,318	United Kingdom
Portaspec	888,235	United States

The domain name "www.cianflone.com"