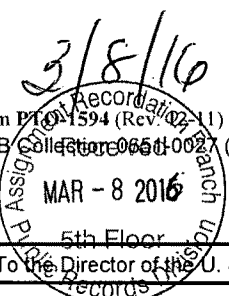


03/08/2016

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



103674676

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):

On-Site Analysis, Inc.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- 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) November 19, 2014

- 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: Spectro Scientific, Inc.

Street Address: One Executive Drive

City: Chelmsford

State: MA

Country: US Zip: 01824

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship MA
- Other _____ Citizenship _____

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)

2,877,036

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: Iandiorio Teska & Coleman, LLP

Internal Address: Kirk Teska

Street Address: 255 Bear Hill Road

City: Waltham

State: MA Zip: 02451

Phone Number: 781-890-5678

Docket Number: SPEC-555J

Email Address: admin@iandiorio.com

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:

03/08/2016 KNGUYEN1 00000017 2877036
Deposit Account-Number 40.00

Authorized User Name _____

9. Signature:

Signature

March 3, 2016

Date

Kirk Teska

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 29

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

STOCK PURCHASE AGREEMENT

by and among

ON-SITE ANALYSIS, INC.,

THE SELLER NAMED HEREIN,

and

SPECTRO SCIENTIFIC INC.

Dated as of November 19, 2014

TABLE OF CONTENTS

Page

REDACTED

REDACTED

3.13 Intellectual Property Rights.....15

REDACTED

Two (2) pages omitted /

REDACTED

EXHIBITS AND SCHEDULES

Exhibits

REDACTED

Schedules

REDACTED

Schedule 3.13 – Intellectual Property Rights

REDACTED

REDACTED

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "Agreement") is made and entered into as of November 19, 2014, by and among On-Site Analysis, Inc., a Delaware corporation (the "Company") and GEORGE S. MENNEN IRREVOCABLE TRUST ESTABLISHED FOR THE BENEFIT OF JOHN H. MENNEN DATED NOVEMBER 25, 1970, a Delaware Trust, the sole stockholder of the Company (the "Seller") and Spectro Scientific Inc., a Massachusetts corporation ("Buyer").

REDACTED

WHEREAS, the Seller owns all of the issued and outstanding Capital Stock of the Company (the "Shares"); and

WHEREAS, on the terms and subject to the conditions set forth in this Agreement, the Seller desires to sell the Shares to Buyer for cash, and Buyer desires to purchase such Shares from the Seller for cash.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and understandings contained herein and intending to be legally bound, the parties hereto hereby agree as follows:

ARTICLE I
PURCHASE AND SALE OF THE SHARES

1.1 Purchase and Sale. On the terms and subject to the conditions set forth in this Agreement, at the Closing, Buyer shall purchase from the Seller, and the Seller shall sell, convey, assign, transfer and deliver to Buyer, all of the Shares, free and clear of all Encumbrances.

REDACTED

Pages 2-14 omitted /

REDACTED

agreements and an accurate description of each of the oral arrangements, contracts and agreements which are referred to on Schedule 3.12, together with all amendments, waivers or other changes thereto.

3.13 Intellectual Property Rights.

(a) Schedule 3.13 sets forth a true, correct and complete list and description of, all items of intellectual property owned by the Company (the "Owned Intellectual Property"), or used in the business of the Company but not owned by it (the "Licensed Intellectual Property"), including without limitation (i)

(ii)
trademarks, service marks, trade dress, logos, trade names and corporate names and registrations and applications for registration thereof,

REDACTED

(vi) all licenses and other agreements to which the Company is a party that relate to the foregoing kinds of property (the Owned Intellectual Property and the Licensed Intellectual Property are hereinafter collectively referred to as the "Intellectual Property Rights").

(b) Except for the Encumbrances set forth on Schedule 3.13, the Company is the sole and exclusive owner of all right, title and interest in and to its Owned Intellectual Property, free and clear of all Encumbrances. Such Owned Intellectual Property does not conflict with, infringe upon or violate or constitute a misappropriation of any intellectual property rights of any other Person, and no consent is required to continue the rights of the Company to each item of Owned Intellectual Property.

(c) The Company has the right and authority to use its Licensed Intellectual Property in connection with the conduct of its business in the manner presently conducted by the Company, or conducted by the Company at any time within three years prior to the date of this Agreement, and such use does not conflict with, infringe upon or violate, or constitute a misappropriation of, any rights of any other Person.

(d) The Company has not received notice of a pending or threatened action or other adversarial claim, interference or proceeding against the Company that any of the operations, activities, products, services or publications of the Company infringes any patent, trademark, trade name, copyright, trade secret or other property right of a third party, or that it is illegally or without proper authorization using any trade secret, or proprietary right of any third party.

(e) Except as set forth on Schedule 3.13, no Intellectual Property Rights (i) contain, or are derived in any manner (in whole or in part) from, any software that is distributed as free software or open source software (e.g., Linux), (ii) requires as a condition of its use, modification or distribution that it be disclosed or distributed in source code form or made available at no charge or (iii) is subject to any "copyleft" or other obligation that could otherwise impose any limitation, restriction or condition on the right or ability of Buyer to use or distribute such Intellectual Property Rights.

(f) Schedule 3.13 identifies each item of Licensed Intellectual Property (other than shrink-wrap or click-wrap software or software with a value less than \$500) used in the operation of the business of the Company at any time during the period covered by the Financial Statements, that is owned by a party other than the Company. Except as set forth in Schedule 3.13, with respect to each such item of Intellectual Property Rights: (i) the license, sublicense or other agreement, covering such item is legal, valid, binding, enforceable and in full force and effect; (ii) no consent is required to continue such license, sublicense or other agreement in full force and effect immediately following the Closing in accordance with the terms thereof; (iii) the Company is not in breach of, and, to the Knowledge of the Company, no other party to any such license, sublicense or other agreement is in breach of, any such license, sublicense or other agreement and no event has occurred that with notice or lapse of time would constitute a breach or default by the Company (or, to the Knowledge of the Company, by any other party thereto) or permit termination, modification or acceleration thereunder; and (iv) the Company has not agreed to indemnify any Person for or against any interference, infringement, misappropriation or other conflict with respect to such item other than licenses sold by, or on behalf of, the Company in the Ordinary Course of Business.


(g) No other Person has any rights to any of the Owned Intellectual Property (except pursuant to agreements or licenses specifically identified on Schedule 3.12 or Schedule 3.13), and no other Person is infringing, violating or misappropriating any of the Owned Intellectual Property.

REDACTED

Pages 17-45 omitted / **REDACTED**

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed on their behalf this Stock Purchase Agreement as of the date first written above.

SPECTRO SCIENTIFIC INC.

By: 

Name: Brian J. Mitchell
Title: President and CEO

ON-SITE ANALYSIS, INC.

By: _____

Name: Mr. William C. Willis, Jr.
Title: Chairman and CEO

SELLER

GEORGE S. MENNEN IRREVOCABLE TRUST
ESTABLISHED FOR THE BENEFIT OF JOHN
H. MENNEN DATED NOVEMBER 25, 1970

By: _____

Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed on their behalf this Stock Purchase Agreement as of the date first written above.

SPECTRO SCIENTIFIC INC.

By: _____

Name: Brian J. Mitchell
Title: President and CEO

ON-SITE ANALYSIS, INC.

By: _____

Name: Mr. William C. Willis, Jr.
Title: Chairman and CEO

SELLER

GEORGE S. MENNEN IRREVOCABLE TRUST
ESTABLISHED FOR THE BENEFIT OF JOHN
H. MENNEN DATED NOVEMBER 25, 1970

By: _____

Name:
Title:

(M0680633.9)

A-1

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed on their behalf this Stock Purchase Agreement as of the date first written above.

SPECTRO SCIENTIFIC INC.

By: _____

Name: Brian J. Mitchell
Title: President and CEO

ON-SITE ANALYSIS, INC.

By: _____

Name: Mr. William C. Willis, Jr.
Title: Chairman and CEO

SELLER

GEORGE S. MENNEN IRREVOCABLE TRUST
ESTABLISHED FOR THE BENEFIT OF JOHN
H. MENNEN DATED NOVEMBER 25, 1970

By:  _____

Name: *Kevin A. Killeen*
Title: *Trustee*

EXHIBIT A

REDACTED

ALL PAGES

EXHIBIT B

REDACTED

EXHIBIT C

REDACTED

EXHIBIT D

REDACTED

ALL PAGES

EXHIBIT E

ALL PAGES

REDACTED

EXHIBIT F

REDACTED

EXHIBIT G

REDACTED

FINAL

DISCLOSURE SCHEDULE LIST

REDACTED

Schedule 3.13 – Intellectual Property Rights

REDACTED

All Schedules/pages omitted /**REDACTED** through 3.13

FINAL

Schedule 3.13 – Intellectual Property Rights

SEE ATTACHED LIST OF INTELLECTUAL PROPERTY

(M0684151.4)

FINAL

On-Site
IP Schedule 3.13

REDACTED

FINAL

On-Site
IP Schedule 3.13

REDACTED

REDACTED

LUBETRAK	2,877,036	78/166,111	LubeTrak.com, LLC	
PENDING TRADEMARK APPLICATIONS			REDACTED	
MARK				

Thirty-three (33) pages omitted /

REDACTED