

**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		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SPIRE CORPORATION		09/04/2009	CORPORATION: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BARD ACCESS SYSTEMS, INC.		
<b>Street Address:</b>	605 N. 5600 W.		
<b>City:</b>	Salt Lake City		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84116		
<b>Entity Type:</b>	CORPORATION: UTAH		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3030449	ALTA LR	
Registration Number:	3484971	DECATHLON	
Registration Number:	2856425	RETRO	
Registration Number:	2736587	SAFETRAC	
Registration Number:	2825798	XPRESSO	
Registration Number:	2882453	SIL-O-FLEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(703)413-2220		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	703-413-3000		
<b>Email:</b>	tmdocket@oblon.com, ndyson@oblon.com		
<b>Correspondent Name:</b>	Roberta S. Bren & Oblon, Spivak, et al.		
<b>Address Line 1:</b>	1940 Duke Street		
<b>Address Line 4:</b>	Alexandria, VIRGINIA 22314		

**OP \$165.00 3030449**

ATTORNEY DOCKET NUMBER:	318530US35
NAME OF SUBMITTER:	Roberta S. Bren
Signature:	/Roberta S. Bren/nmd/
Date:	03/15/2010
<b>Total Attachments: 5</b> source=Assignment from Spire Corporation to Bard Access Systems#page1.tif source=Assignment from Spire Corporation to Bard Access Systems#page2.tif source=Assignment from Spire Corporation to Bard Access Systems#page3.tif source=Assignment from Spire Corporation to Bard Access Systems#page4.tif source=Assignment from Spire Corporation to Bard Access Systems#page5.tif	

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated as of December 14, 2009 (this "Assignment"), by and among BARD ACCESS SYSTEMS, INC., a Utah corporation ("Assignee"), and SPIRE CORPORATION, a Massachusetts corporation, and SPIRE BIOMEDICAL, INC., a Massachusetts corporation (collectively, "Assignor"). Capitalized terms used but not defined herein have the respective meanings ascribed to them in the Asset Purchase Agreement, dated as of September 4, 2009 (the "Purchase Agreement"), among Assignor and Assignee.

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to, among other things, sell, convey, transfer, assign, grant and deliver to Assignee all of Assignor's right, title and interest in and to the trademarks, service marks, slogans, trade names and the like set forth on Schedule A hereto, together with all applications and registrations pertaining thereto (including, but not limited to, the registrations listed on Schedule A hereto), all common law rights associated therewith, and all goodwill associated therewith throughout the world (collectively, the "Assigned Trademarks").

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor does hereby irrevocably sell, transfer, convey, assign, grant, set over, and deliver to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Assigned Trademarks, free and clear of all liens, mortgages, options, charges, title defects, security interests, and similar encumbrances, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, designees, nominees, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all causes of action (in law or equity), claims, demands, and any other rights for, or arising from any past, present or future infringement, of the Assigned Trademarks, along with the right to sue for and collect any damages for the use and benefit of Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives.

2. No Conflicts. Assignor represents, warrants, and covenants that it is the sole and exclusive owner of all right, title and interest in and to the Assigned Trademarks, the execution and delivery of this Assignment does not breach any agreement to which Assignor is a party, and Assignor has not entered into, and will not enter into, any oral or written agreement in conflict with this Assignment.

3. Further Assurances. As may be requested by Assignee or its designees or other legal representatives from time to time after the date hereof, Assignor agrees to assist Assignee, or Assignee's successors, assigns, designees, nominees, or other legal representatives, in a commercially reasonable manner, without further consideration, to (i) evidence, record, and perfect the assignment of the Assigned Trademarks and (ii) secure Assignee's rights in the

Assigned Trademarks, including, but not limited to, the execution, delivery and filing of all applications, specifications, oaths, assignments, powers-of-attorney, and similar instruments that Assignee deems reasonably necessary to assign and convey to Assignee, or Assignee's successors, assignees, designees, nominees or other legal representatives, all right, title and interest in and to the Assigned Trademarks.

4. Authorization. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office and any corresponding foreign office whose duty it is to issue, certify, or assign registrations or applications for trademarks or service marks to issue, certify or assign as appropriate, the same to Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives in accordance with the terms of this Assignment.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the day and year first above written.

**ASSIGNOR:**

SPIRE CORPORATION

By: Christian Dufresne  
Name: Christian Dufresne  
Title: CFO & Treasurer

SPIRE BIOMEDICAL, INC.

By: Melvin White  
Name: Melvin White  
Title: CEO SPIRE BIOMEDICAL

**ASSIGNEE:**

BARD ACCESS SYSTEMS, INC.

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the day and year first above written.

**ASSIGNOR:**

SPIRE CORPORATION

By: \_\_\_\_\_

Name:

Title:

SPIRE BIOMEDICAL, INC.

By: \_\_\_\_\_

Name:

Title:

**ASSIGNEE:**

BARD ACCESS SYSTEMS, INC.

By: T. C. Schramm

Name: Todd C. Schramm

Title: Vice President

**Schedule A**

**Assigned Trademarks**

1. U.S. Trademark Registration No. 3,030,449 issued December 13, 2005 for ALTA LR
2. U.S. Trademark Registration No. 3,484,971 issued August 12, 2008 for DECATHLON
3. U.S. Trademark Registration No. 2,856,425 issued June 22, 2004 for RETRO
4. U.S. Trademark Registration No. 2,736,587 issued July 15, 2003 for SAFETRAC and design
5. U.S. Trademark Registration No. 2,825,798 issued March 23, 2004 for XPRESSO
6. U.S. Trademark Registration No. 2,882,453 issued September 7, 2004 for SIL-O-FLEX
7. European Community Trademark Registration No. 4,017,208 issued January 3, 2006 for ALTA LR
8. European Community Trademark Registration No. 3,724,127 issued May 19, 2008 for DECATHLON
9. European Community Trademark Registration No. 2,912,756 issued October 25, 2004 for RETRO
10. European Community Trademark Registration No. 2,731,255 issued October 2, 2003 for XPRESSO
11. DECATHLON GOLD
12. ALTA GOLD
13. GOLD SERIES

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