# PATENT ASSIGNMENT

**Electronic Version v1.1**  
**Stylesheet Version v1.1**

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<th>SUBMISSION TYPE:</th>
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<td>NATURE OF CONVEYANCE:</td>
<td>RELEASE BY SECURED PARTY</td>
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## CONVEYING PARTY DATA

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<tr>
<th>Name</th>
<th>Execution Date</th>
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<tr>
<td>Gordon S. Cohen</td>
<td>08/01/2008</td>
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<tr>
<td>The Cohen Family Trust Partnership</td>
<td>08/01/2008</td>
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## RECEIVING PARTY DATA

<table>
<thead>
<tr>
<th>Name</th>
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<tr>
<td>Pentron Clinical Technologies, LLC</td>
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<table>
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<tr>
<th>Street Address</th>
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<tr>
<td>53 N. Plains Industrial Rd.</td>
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<table>
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<tr>
<th>City</th>
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<tbody>
<tr>
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## PROPERTY NUMBERS Total: 17

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**CORRESPONDENCE DATA**

Fax Number: (617)526-5000  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Email: stephanie.geis@wilmerhale.com  
Correspondent Name: James Lampert  
Address Line 1: 60 State Street  
Address Line 2: Wilmer Cutler Pickering Hale & Dorr LLP  
Address Line 4: Boston, MASSACHUSETTS 02109

**ATTORNEY DOCKET NUMBER:** 1205100-574

**NAME OF SUBMITTER:** James Lampert

Total Attachments: 8  
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August 1, 2008

Pentron Clinical Technologies, LLC
68 North Plains Industrial Road
Wallingford, Connecticut 06492

Pentron Corporation
68 North Plains Industrial Road
Wallingford, Connecticut 06492

Husky Acquisition LLC
c/o Danaher Corporation
2099 Pennsylvania Ave., NW, 12th Floor
Washington, DC 20006-1813

Re: Payoff of Company Indebtedness

Ladies and Gentlemen:

Please allow this letter to serve as payoff confirmation of all indebtedness of Pentron Clinical Technologies, LLC or Pentron Corporation (each, individually, a "Borrower" and, together, "Borrowers") to Gordon S. Cohen ("Lender") set forth in Schedule A hereto. Schedule A sets forth all indebtedness of each Borrower to Lender for borrowed money and all other indebtedness of each Borrower to Lender evidenced by bonds, notes, debentures and similar instruments (collectively, "Pentron Indebtedness").

This letter will confirm that as of August 1, 2008, the outstanding balance of all Pentron Indebtedness will be $2,650,000 (including all principal and accrued but unpaid interest) (the "Pay-off Amount"). In the event that the pay-off of the Pentron Indebtedness occurs after August 1, 2008, the Pay-off Amount will increase by $_______ in interest each day thereafter until such pay-off occurs. No prepayment or breakage fees or other fees and charges will be due by reason of the repayment of the Pentron Indebtedness. There are no unpaid fees or expenses or other charges due the Lender.

Accordingly, upon payment from or on behalf of Borrowers of the Pay-off Amount, by wire transfer of immediately available funds in accordance with the payment instructions set forth in the final paragraph of this letter, all indebtedness of each Borrower to Lender will be paid, satisfied, and discharged in full.

Lender hereby agrees that upon payment of the Payoff Amount in accordance with the payment instructions set forth in the final paragraph of this letter, (i) all promissory notes or other evidence of Pentron Indebtedness will be marked "Paid in Full" and returned to the applicable Borrower, (ii) all of Lender's liens, security interests, mortgages or other interests in
or to any properties or assets of either Borrower, Jeneric/Pentron Incorporated, Pentron Laboratory Technologies, LLC or American Thermocraft Corporation (collectively, the “Pentron Companies”) shall terminate, (iii) each of Husky Acquisition LLC and each Borrower is authorized to file UCC-3 Financing Statement Amendments evidencing the termination of any lien, security interest, mortgage or other interest Lender may have in the property or assets of the Pentron Companies, (iv) Lender will provide such UCC termination statements and mortgage and deed of trust cancellations as reasonably necessary to terminate, cancel and release all such liens, security interests, mortgages or other interests Lender may have in the property or assets of the Pentron Companies and (v) Lender’s rights under the agreements identified on Schedule B are hereby irrevocably terminated. Lender agrees to execute such other documents and instruments and take such other action as may be reasonably necessary to accomplish the purposes of this payoff letter.

The Payoff Amount should be delivered to the Lender by wire transfer of immediately available funds as follows:

Name of Bank: The Bank of New York
ABA Routing No.: 021000018
Beneficiary: Pershing LLC
Beneficiary Account No. 890-051238-5
Ultimate Beneficiary: Gordon Cohen & Marjorie Cohen Ten Com
Ultimate Beneficiary Account No: 5Y9-018822

Very truly yours,

[Signature]
Gordon S. Cohen

STM 253903.2
STM 254483.1
SCHEDULE A
NOTES PAYABLE

1. Pentron Clinical Technologies Note Payable to Gordon S. Cohen in the original principal sum of $300,000, dated September 25, 2007, Due June 30, 2010
2. Pentron Clinical Technologies Note Payable to Gordon S. Cohen in the original principal sum of $1,200,000 dated June 15, 2007, Due February 28, 2009
3. Pentron Clinical Technologies Note Payable to Gordon S. Cohen in the original principal sum of $1,000,000, dated March 9, 2005, Due March 9, 2009
4. Pentron Corporation Note Payable to Gordon S. Cohen in the original principal sum of $150,000, dated July 29, 2008, Due September 1, 2008
SCHEDULE B
TERMINATED AGREEMENTS


2. Mortgage and Security Agreement – Patents, dated March 9, 2005 by and between Gordon S. Cohen and the Cohen Family Trust Partnership, on the one hand, and Pentron Clinical Technologies, LLC, on the other hand (covering Pentron Clinical Technologies, LLC Patents and Patent Applications)

3. Mortgage and Security Agreement – Patents, dated March 9, 2005 by and between Gordon S. Cohen and the Cohen Family Trust Partnership, on the one hand, and Pentron Corporation, Jeneric/Pentron Incorporated and Pentron Laboratory Technologies, LLC, on the other hand (covering Pentron Corporation Patents)

4. Mortgage and Security Agreement – Patents, dated March 9, 2005 by and between Gordon S. Cohen and the Cohen Family Trust Partnership, on the one hand, and Pentron Corporation, Jeneric/Pentron Incorporated and Pentron Laboratory Technologies, LLC, on the other hand (covering Jeneric/Pentron Incorporated Patents and Patent Applications)


6. Security Agreement between Gordon S. Cohen, the Cohen Family Trust Partnership, Pentron Corporation, Jeneric/Pentron Incorporated, Pentron Laboratory Technologies, LLC, March 9, 2005

7. Security Agreement between Gordon S. Cohen, the Cohen Family Trust Partnership and Pentron Clinical Technologies, LLC, March 9, 2005
August 1, 2008

Pentron Clinical Technologies, LLC
68 North Plains Industrial Road
Wallingford, Connecticut 06492

Pentron Corporation
68 North Plains Industrial Road
Wallingford, Connecticut 06492

Husky Acquisition LLC
c/o Danaher Corporation
2099 Pennsylvania Ave., NW, 12th Floor
Washington, DC  20006-1813

Re:  Payoff of Company Indebtedness

Ladies and Gentlemen:

Please allow this letter to serve as payoff confirmation of all indebtedness of Pentron Clinical Technologies, LLC or Pentron Corporation (each, individually, a “Borrower” and, together, “Borrowers”) to The Cohen Family Trust Partnership (“Lender”) set forth in Schedule A hereto. Schedule A sets forth all indebtedness of each Borrower to Lender for borrowed money and all other indebtedness of each Borrower to Lender evidenced by bonds, notes, debentures and similar instruments (collectively, “Pentron Indebtedness”).

This letter will confirm that as of August 1, 2008, the outstanding balance of all Pentron Indebtedness will be $1,750,000 (including all principal and accrued but unpaid interest) (the “Pay-off Amount”). In the event that the pay-off of the Pentron Indebtedness occurs after August 1, 2008, the Pay-off Amount will increase by $_________ in interest each day thereafter until such pay-off occurs. No prepayment or breakage fees or other fees and charges will be due by reason of the repayment of the Pentron Indebtedness. There are no unpaid fees or expenses or other charges due the Lender.

Accordingly, upon payment from or on behalf of Borrowers of the Pay-off Amount, by wire transfer of immediately available funds in accordance with the payment instructions set forth in the final paragraph of this letter, all indebtedness of each Borrower to Lender will be paid, satisfied, and discharged in full.

Lender hereby agrees that upon payment of the Payoff Amount in accordance with the payment instructions set forth in the final paragraph of this letter, (i) all promissory notes or other evidence of Pentron Indebtedness will be marked “Paid in Full” and returned to the applicable Borrower, (ii) all of Lender’s liens, security interests, mortgages or other interests in

STM 253903.2
STM 254482.1
or to any properties or assets of either Borrower, Jeneric/Pentron Incorporated, Pentron Laboratory Technologies, LLC or American Thermocraft Corporation (collectively, the "Pentron Companies") shall terminate, (iii) each of Husky Acquisition LLC and each Borrower is authorized to file UCC-3 Financing Statement Amendments evidencing the termination of any lien, security interest, mortgage or other interest Lender may have in the property or assets of the Pentron Companies, (iv) Lender will provide such UCC termination statements and mortgage and deed of trust cancellations as reasonably necessary to terminate, cancel and release all such liens, security interests, mortgages or other interests Lender may have in the property or assets of the Pentron Companies and (v) Lender's rights under the agreements identified on Schedule B are hereby irrevocably terminated. Lender agrees to execute such other documents and instruments and take such other action as may be reasonably necessary to accomplish the purposes of this payoff letter.

The Payoff Amount should be delivered to the Lender by wire transfer of immediately available funds as follows:

Name of Bank: The Bank of New York
ABA Routing No.: 021000018
Beneficiary: Pershing LLC
Beneficiary Account No.: 890-051238-5
Ultimate Beneficiary: Cohen Family Trust Partnership
Ultimate Beneficiary Account No.: 5Y9-018830

Very truly yours,

THE COHEN FAMILY TRUST PARTNERSHIP

By: Joseph MacDougald
Its: Managing Partner

By: Gordon Cohen
Its: Managing Partner

By: Bruce Alpert
Its: Managing Partner
SCHEDULE A
NOTES PAYABLE

1. Pentron Clinical Technologies Note Payable to Cohen Family Trust Partnership in the original principal sum of $950,000 dated March 9, 2005, as amended by Amendment No. 1 to Promissory Note, dated June 30, 2005; Amendment No. 2 to Promissory Note, dated March 31, 2006; Amendment No. 3 to Promissory Note, dated June 30, 2006; Amendment No. 4 to Promissory Note dated June 15, 2007; and Amendment No. 5 to Promissory Note dated July 9, 2008, Due September 30, 2008

2. Pentron Clinical Technologies Note Payable to Cohen Family Trust Partnership in the original principal sum of $300,000 dated September 25, 2007, Due June 30, 2010

3. Pentron Clinical Technologies Note Payable to Cohen Family Trust Partnership in the original principal sum of $1,000,000 dated March 9, 2005, Due March 1, 2009

4. Pentron Corporation Note Payable to The Cohen Family Trust Partnership in the original principal sum of $150,000, dated July 29, 2008, Due September 1, 2008
SCHEDULE B
TERMINATED AGREEMENTS


2. Mortgage and Security Agreement – Patents, dated March 9, 2005 by and between Gordon S. Cohen and the Cohen Family Trust Partnership, on the one hand, and Pentron Clinical Technologies, LLC, on the other hand (covering Pentron Clinical Technologies, LLC Patents and Patent Applications)

3. Mortgage and Security Agreement – Patents, dated March 9, 2005 by and between Gordon S. Cohen and the Cohen Family Trust Partnership, on the one hand, and Pentron Corporation, Jeneric/Penton Incorporated and Pentron Laboratory Technologies, LLC, on the other hand (covering Pentron Corporation Patents)


7. Security Agreement between Gordon S. Cohen, the Cohen Family Trust Partnership and Pentron Clinical Technologies, LLC, March 9, 2005