

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
INVIRO MEDICAL DEVICES, INC.		09/21/2011	CORPORATION: NEVADA

**RECEIVING PARTY DATA**

<b>Name:</b>	ASSET RECOVERY ASSOCIATES, LLC
<b>Street Address:</b>	5883 Glenridge Drive
<b>Internal Address:</b>	Suite 160
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30328
<b>Entity Type:</b>	CORPORATION: GEORGIA

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	1956670	INVIRO
Registration Number:	2944162	SNAP!
Registration Number:	3011673	
Registration Number:	2967597	SOLUTIONS FOR SAFETY
Registration Number:	2944686	SNAP!
Registration Number:	2929507	
Registration Number:	2843773	INVIRO
Registration Number:	2933876	SOLUTIONS FOR SAFETY
Registration Number:	3073371	SNAP SIMPLY SAFER

**CORRESPONDENCE DATA**

Fax Number: (404)645-7707  
 Phone: 404-645-7700  
 Email: mcogburn@m2iplaw.com

**900205216**

**TRADEMARK  
 REEL: 004645 FRAME: 0637**

**OP \$240.00 1956670**

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: McKeon, Meunier, Carlin & Curfman LLC  
Address Line 1: 817 W. Peachtree Street, NW  
Address Line 2: Suite 900  
Address Line 4: Atlanta, GEORGIA 30308

ATTORNEY DOCKET NUMBER:	10126-001GEN
NAME OF SUBMITTER:	Margaret A. Cogburn
Signature:	/Margaret A. Cogburn/
Date:	10/21/2011

**Total Attachments: 14**

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CLERK SUPERIOR COURT  
GWINNETT COUNTY, GA.

2011 SEP 26 AM 11:44

TOM LAWLER, CLERK

COPY

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STATE OF GEORGIA

COUNTY OF GWINNETT

After recording, please return to:  
Parker, Hudson, Rainer & Dobbs LLP  
285 Peachtree Center Avenue, NE,  
Suite 1500  
Atlanta, Georgia 30303  
Attn: Eric W. Anderson, Esq.

**DEED OF GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS**

**THIS INDENTURE** is made this 21<sup>st</sup> day of September 2011, by and between **INVIRO MEDICAL DEVICES, INC.**, a Nevada corporation with its principal place of business at 1755 North Brown Road, Lawrenceville, Georgia 30043, hereinafter called "**Assignor**," and **ASSET RECOVERY ASSOCIATES, LLC**, a Georgia limited liability company, as Trustee and Assignee for the Benefit of Creditors, having an office located at 5883 Glenridge Drive, Suite 160, Atlanta, Georgia 30328, hereinafter called "**Assignee**."

**WITNESSETH:**

**WHEREAS**, Assignor is indebted to various persons, corporations and other entities and is unable to pay its debts in full, and has decided to discontinue its business, and is desirous of transferring its personal property to an assignee for the benefit of creditors so that the property so transferred may be expeditiously liquidated and the proceeds thereof be fairly distributed to its creditors as more particularly provided for hereinafter; and

**WHEREAS**, Assignor has paid or made provision for payment of all wages and salaries due to all of Assignor's employees through the date hereof, including timely and proper payment and

deposits for all payroll taxes required to be paid or withheld from the wages or salaries of each of Assignor's employees;

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of Assignor's existing indebtedness to its creditors, Ten Dollars (\$10.00) in hand paid by Assignee to Assignor, and the covenants and agreements to be performed by Assignee, the receipt and sufficiency of which are hereby acknowledged, Assignor has irrevocably granted, bargained, sold, aliened, assigned, conveyed and confirmed, and by these presents does irrevocably grant, bargain, sell, alien, assign, convey and confirm unto Assignee, and successors and assigns of Assignee, as an assignee for the benefit of creditors pursuant to O.C.G.A. §§ 18-2-40, *et seq.*, all real property and all tangible and intangible personal property and assets owned by Assignor and interests in assets held by Assignor, whatsoever and wheresoever situated, including without limitation, those items of intangible personal property described on **Annex A** attached hereto, and all inventory, raw materials, work in progress, furniture, fixtures, machinery, equipment, interests under leases, accounts receivable, cash on hand, cash in bank, bank accounts, accounts with other financial institutions or brokers, patents, copyrights, trademarks, insurance policies, tax refunds, rebates, general intangibles, patents, trademarks, copyrights, all other intellectual property rights, books, books of account, notes, drafts, bills, judgments, liens, security deeds and mortgages held or owned by Assignor, insurance refunds and claims, and chooses in action that are legally assignable, together with the proceeds of any non-assignable chooses in action that may hereafter be recovered or received by Assignor. Further, this general assignment specifically includes all claims for refunds or abatement of all excess taxes heretofore or hereafter assessed against or collected from the Assignor by the United States or any of its departments or agencies, any state or local taxing authority, and Assignor agrees to sign and execute a power of attorney or other such document(s) as required to enable Assignee to file and prosecute, compromise and/or settle all such claims before the respective taxing authority. The property and assets being assigned pursuant to this paragraph are referred to hereinafter as the "Property."

**TO HAVE AND TO HOLD** the Property, solely in Assignee's capacity as assignee for the benefit of Assignor's creditors and as trustee and not in Assignee's individual capacity, together with any and all of the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of Assignee, solely in its capacity as assignee for the benefit of creditors and trustee, its successors and assigns, forever, in fee simple.

Assignor and Assignee further agree as follows:

1. **FORWARDING OF MAIL; ENDORSEMENT OF CHECKS.** Assignor authorizes the forwarding of its mail by the U.S. Postal Service as directed by Assignee. Assignor agrees to endorse any refund checks relating to the prior operations of said Assignor's business and to deliver such checks immediately to Assignee.

2. **POWERS AND DUTIES OF ASSIGNEE.** Assignee shall have all powers necessary to marshal, lease, license and liquidate the property comprising the assigned estate (the "Estate") including but not limited to the powers:

(a) To collect any and all accounts receivable, payment intangibles and obligations owing to Assignor and not otherwise sold by Assignee and to withdraw or cause to be transferred any balances and other property in Assignor's accounts with banks, brokers and other financial institutions;

(b) To sell, lease, license or otherwise dispose of all real property and all tangible and intangible personal property of Assignor, at public or private sale, including but not limited to all of Assignor's machinery, equipment, interests in leases, inventory, service marks or trademarks, trade names, patents, copyrights, other intellectual property, and pending applications therefor, franchises, causes of action, choses in action and general intangibles in such manner as Assignee deems best. Assignee shall have the power to execute any and all documents necessary to effectuate the sale of this property and to convey title to same. In this regard, Assignee shall have the power to employ and compensate brokers or auctioneers to appraise said assets and to conduct any public sale of the assets and to advertise said sale in such manner as Assignee deems best; provided, however, that Assignee shall not be required to employ auctioneers, appraisers, brokers or investment bankers in connection with the disposition of Assignor's assets or to dispose of such assets at public sale if, in Assignee's business judgment, such employment or method of sale is not the preferred method of disposing of Assignor's assets Assignee shall have the power to execute bills of sale, assignment and any other such documents necessary to convey title to Assignor's property to any bona fide buyer, and Assignor hereby appoints Assignee, as Assignor's attorney-in-fact, to execute all such documents, this power being coupled with an interest and, accordingly, irrevocable;

(c) To employ and compensate at their standard rates (which may be adjusted from time to time) attorneys, accountants and any other additional personnel to whatever extent may be necessary or desirable to effectuate the assignment for the benefit of creditors provided for in this Indenture, administer the assets and claims of the Estate and to assist in the preparation and filing of any and all state, county or federal tax returns as required;

(d) To require all of Assignor's creditors to whom any balance is owing to submit verified statements to Assignee of said claim(s), provided, however, that Assignee shall not be required to require the submission of such statements in the case of creditors that agree with the amounts of their claims as reflected in Assignor's books and records;

(e) To settle, in Assignor's or Assignee's name, any and all claims against or in favor of Assignor, with the full power to compromise and grant releases, or, in the Assignee's sole discretion, to sue or be sued, and to prosecute or defend any claim or claims of any nature whatsoever existing in favor of Assignor, such power being coupled with an interest and, accordingly, irrevocable;

(f) To open bank accounts in the name of Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such acts and execute such papers and documents in connection with this general assignment as Assignee may deem necessary or advisable;

(g) To conduct the business of the Assignor, to the extent, if any, the Assignee deems such operation proper;

(h) To compensate Assignee at its customary rates for the duration of this assignment for the benefit of creditors;

(i) To borrow money and otherwise obtain credit for use in the performance of Assignee's duties under this Indenture, including without limitation the payment of wages, vacation and sick pay, and severance pay of Assignor's current and former employees, payment of the costs of preserving and disposing of the assets of the Estate, payment of Assignee's compensation hereunder, and the payment of fees and disbursements of professionals employed by Assignee in connection with the preparation and execution of this Indenture and the performance of Assignee's duties hereunder, for the periods of time and upon the terms and conditions as to rates, maturities and renewals as Assignee shall deem advisable and to mortgage, grant deeds to secure debt, grant security interests in, pledge or otherwise encumber the assets assigned and conveyed in trust to Assignee hereunder in connection with such borrowings or other extensions of credit;

(j) To lease, license or otherwise permit third-parties to use the assets of the Estate (or portions thereof) on such terms and conditions as deemed appropriate by Assignee, including without limitation the use of one or more production lines previously operated by Assignor;

(k) To apply the net proceeds arising from the borrowings authorized in subparagraph (i) and the operation and liquidation of Assignor's business and assets, in accordance with the following priorities:

(1) FIRST, in connection with the disposition of any of the Property, to deduct all sums which Assignee may at its option pay for the discharge of any lien on any of the Property and to reimburse Assignee as to all costs advanced by Assignee or any third party for the preservation of the Estate's assets, including the maintenance and insurance of said assets and the expenses of any operation;

(2) SECOND, to pay all costs and expenses incidental to the administration of the Estate, including without limitation (i) taxes incurred as a consequence of such administration, (ii) repayment of loans and other extensions of credit obtained pursuant to subparagraph 2(i) in accordance with the terms of the loan or credit documents governing same, (iii) any indemnification obligations under Paragraph 7, (v) the wages and benefits (if any) to employees who are retained to assist in the administration of the Estate, (vi) the fees of Assignee (including a reasonable retainer therefor), and (vii) compensation and reimbursement of expenses for the services of attorneys, other professionals, and other independent contractors retained by Assignee related to the making of and administration of this general assignment and the disposition of the Estate's assets (including reasonable retainers therefor);

(3) THIRD, to pay all federal taxes of any nature whatsoever owing as of the date of this general assignment, and all other claims of any federal governmental agency as defined under 31 U.S.C. § 3713, including but not limited to federal withholding taxes, federal unemployment taxes and any other federal income, excise, property and employment taxes;

(4) FOURTH, to pay all state, county and municipality taxes of any nature whatsoever owing as of the date of this general assignment, including but not limited to employment, property and income taxes;

(5) FIFTH, to pay unpaid wages and vacation pay, if any, to any of Assignor's employees who were employed by Assignor as of the date hereof:

(6) SIXTH, with the exception of those classes set forth above, all distributions to other creditors shall be, within each class, pro-rata in accordance with the terms of each creditor's indebtedness, until all such debts are paid in full, provided, however that interest, if any, shall not continue to accrue after the date of this Deed of General Assignment except with respect to borrowings made pursuant to subparagraph (i) of this Paragraph 2. The Assignee may make interim distributions whenever the Assignee has accumulated sufficient funds to enable it to make a reasonable distribution. Unless Assignee determines that a lesser distribution is warranted, no distribution under this subparagraph (k)(6) shall be in an amount less than \$50,000 (in the aggregate) except the final distribution;

(7) SEVENTH, any monies (distributions) unclaimed by creditors ninety days after the final distribution to unsecured creditors or the termination of the administration of the Estate shall be re-distributed to all known unsecured creditors, being those creditors who cashed their respective dividend checks from the Estate, so long as any such distribution exceeds one percent of each such creditor's allowed claim; and

(8) EIGHTH, the surplus, if any, of the Estate's funds, when all debts of the Assignor and all expenses of administration of the Estate shall have been paid in full, shall be applied first to the payment of preferred dividends which are due and payable, and any remaining balance thereafter shall be paid and transferred to the holders of the equity interests in Assignor in accordance with the priorities among such equity interests and pro rata within classes of such equity interests.

(l) To do and perform any and all other acts necessary and proper for the liquidation or other disposition of the assets, including but not limited to abandonment of such assets as deemed appropriate by Assignee, and the distribution to Assignor's creditors of the proceeds derived from the liquidation or other disposition of the assets.

3. RIGHTS OF CREDITORS. All rights and remedies of the creditors against any surety or sureties for the Assignor are hereby expressly reserved and nothing herein shall prevent the creditors or any of them from suing any third parties or persons who may be liable to any of the creditors for all or any part of their claims against the Assignor, or from enforcing or otherwise obtaining the full benefit of any deed to secure debt, mortgage, charge, pledge, lien or other security which they now hold on any property of Assignor (unless restrained by order of a court of competent jurisdiction) or a third-party securing a creditor's claim against Assignor.

4. LIABILITY OF ASSIGNEE. It is understood and agreed that the Assignee is to assume no personal liability or responsibility for any of the liabilities of Assignor or for any of its acts as Assignee herein, but its obligation shall be limited to the performance of the terms and

conditions of this general assignment in good faith and in the reasonable exercise of its business, judgment. Assignee shall be entitled to rely on the advice of its attorneys and other professionals and shall not be liable for any action taken or not taken by Assignee based on such advice.

5. WARRANTIES OF ASSIGNOR. Pursuant to O.C.G.A. § 18-2-46, annexed hereto as **Annex B** is the Affidavit of Anthony Holler ("**Holler Affidavit**"). Assignor hereby warrants as follows: The list of creditors delivered concurrently herewith to Assignee and as required under O.C.G.A. § 18-2-44(b), attached to the Holler Affidavit, is complete and correct as reflected by the books and records of the Assignor, as to the names of Assignor's creditors, their addresses and the amounts due them.

6. FURTHER ASSURANCES. Assignor, through its officers and directors, shall perform any and all acts reasonably necessary and proper to assist Assignee in its orderly liquidation of Assignor's assets, the collection of any and all monies owing to Assignor and in the distribution of said monies and proceeds of asset sales to Assignor's creditors, including without limitation the execution of such additional documents as may be necessary or appropriate to evidence Assignor's assignment and conveyance of the Property or to file or record evidence of such assignment and conveyance; provided, however, the officers and directors of Assignor shall only provide such assistance to Assignee to the extent, and on the condition that, they are reasonably compensated for such services.

7. INDEMNIFICATION. Assignee, its members, officers, employees, agents and attorneys (collectively, the "Indemnitees") shall be indemnified and held harmless by the Estate from and against any claims, losses, liabilities and expenses (including reasonable attorneys' fees) arising from actions taken or not taken by the Indemnitees or any of them in connection with the administration of the Estate other than claims, losses, liabilities or expenses arising from the Indemnitees' gross negligence or willful misconduct.

8. POWER OF ATTORNEY. Assignor, by this general assignment hereby grants Assignee a general power of attorney, which power of attorney specifically includes the right of Assignee to prosecute any action in the name of Assignor as Attorney in Fact. This power of attorney is coupled with an interest and irrevocable.

9. ACCEPTANCE BY ASSIGNEE. By execution of this general assignment, Assignee does hereby accept the Estate herein created and agrees to faithfully perform its duties according to the best of Assignee's skill, knowledge and ability. It is understood that Assignee shall receive compensation as provided in subparagraph (i) of paragraph 2 of this Indenture for its services in connection with this Estate and, in addition, the reimbursement of all Assignee's expenses incurred as a result of the administration of the Estate. Attached hereto as **Annex C** is the affidavit of Assignee required by O.C.G.A. § 18-2-47.

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IN WITNESS WHEREOF, this instrument has been executed on behalf of Assignor by its duly authorized officer, and Assignor has delivered this instrument to Assignee, all effective as of the date first written above.

Signed, sealed and delivered in the presence of:

[Signature]  
Unofficial Witness

[Signature]  
Notary Public  
My Commission Expires: n/a

(NOTARIAL SEAL)

INVIRO MEDICAL DEVICES, INC.

By: [Signature]  
Name: Anthony Haller  
Title: President

MICHAEL L. PEARCE, Solicitor  
474 Main St  
Penticton, BC, V2A 5C5  
Phone: 492-0907 Fax: 492-2360

Accepted by the Assignee this 26 day of September 2011:

ASSET RECOVERY ASSOCIATES, LLC

By: [Signature]  
Name: Kahie Goodman  
Title: Managing Partner

Signed, sealed and delivered in the presence of:

[Signature]  
Unofficial Witness

[Signature]  
Notary Public  
My Commission Expires:  
Dec. 2, 2014

(NOTARIAL SEAL)



ANNEX A

TO DEED OF GENERAL ASSIGNMENT FOR THE  
BENEFIT OF CREDITORS OF INVIRO MEDICAL DEVICES INC.

Property List

**ANNEX A**

To Deed of General Assignment for the Benefit of Creditors of  
Inviro Medical Devices, Inc.

**Property**

All real and personal property of Inviro Medical Devices, Inc., a Nevada corporation ("Inviro"), wherever located, including, without limitation, the following:

- Customer lists, and all corporate books and records;
- Cash and cash equivalents wherever located;
- Inviro website domain;
- All trademarks, patents and patent applications as shown on Schedule A-1 and Schedule A-2 hereto;
- All Inviro Group Purchasing Organization agreements, OEM agreements and distributor agreements;
- Inviro FDA 510(k) medical device licenses and registrations, and all Health Canada medical device licenses; and
- All inventory of Inviro products wherever located.

**SCHEDULE A-1**

Reference No.	Country	Application No.	Filing Date	Patent Number	Grant Date
0968-0076	US	09/215,519	12/18/1998	6,033,386	03/07/2000
0968-0083	US	09/460,713	12/14/1999	6,117,113	09/12/2000
0968-0096	US	09/567,770	05/09/2000	6,315,760	11/13/2001
0968-0103	US	09/842,318	04/26/2001	6,699,223	03/02/2004
0968-0136	US	09/905,671	07/18/2001	6,565,541	05/20/2003
0968-0167	US	10/152,981	05/23/2002	6,616,632	09/09/2003
0968-0182	Canada	2,409,669	05/02/2001	2,409,669	02/26/2008
0968-0230	Greece	01931267.7	05/02/2001	1309367	07/20/2005

### SCHEDULE A-1

Reference No.	Country	Application No.	Filing Date	Patent Number	Grant Date
0968-0231	Ireland	01931267.7	05/02/2001	1309367	07/20/2005
0968-0232	Italy	01931267.7	05/02/2001	1309367	07/20/2005
0968-0233	Spain	01931267.7	05/02/2001	1309367	07/20/2005
0968-0234	Sweden	01931267.7	05/02/2001	1309367	07/20/2005
0968-0235	Switzerland	01931267.7	05/02/2001	1309367	07/20/2005
0968-0236	Turkey	01931267.7	05/02/2001	1309367	07/20/2005
0968-0237	Denmark	01931267.7	05/02/2001	1309367	07/20/2005
0968-0238	France	01931267.7	05/02/2001	1309367	07/20/2005

Schedule A-1 -- Page 2 of 3



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### SCHEDULE A-1

Reference No.	Country	Application No.	Filing Date	Patent Number	Grant Date
0968-0239	Germany	01931267.7	05/02/2001	1309367	07/20/2005
0968-0240	Great Britain	01931267.7	05/02/2001	1309367	07/20/2005
0968-0054	US	08/603,868	02/22/1996	5,688,240	11/18/1997
0968-0314	US	11/662,400	03/09/2007	N/A	N/A

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**SCHEDULE A-2**

REFERENCE NO.	TRADEMARK	COUNTRY	FILING DATE	FILING NUMBER	REGISTRATION DATE	REGISTRATION NO.
0968-0013	INVIRO	US	11/19/1991	74/223,138	2/13/1996	1,956,670
0968-0094	Snap!	US	04/06/2000	76/019650	04/26/2005	2944162
0968-0095	/	US	04/06/2000	76/019,654	11/01/2005	3011573
0968-0108	SNAP	CA	10/06/2000	1077796	11/21/2007	TMA701277
0968-0111	SNAP	AU	08/28/2003	967966	08/09/2004	967966
0968-0112	!	CA	10/06/2000	1077797	04/26/2005	TMA638271
0968-0116	 INVIRO	CA	10/06/2000	1077792	04/29/2005	TMA638700
0968-0118	 INVIRO	JP	10/06/2000	2000-109635	12/06/2002	462811
0968-0170	AUTOSAFE	JP	06/25/2002	2002-052845	05/30/2003	4677857
0968-171	AUTOSAFE	AU	06/04/2002	915316	06/18/2003	915316
0968-0177	SOLUTIONS FOR SAFETY	US	07/30/2002	76/436,255	07/12/2005	2967597
0968-0189	SOLUTIONS FOR SAFETY	CA	01/31/2003	1166832	10/27/2008	TMA727043

**SCHEDULE A-2**

REFERENCE NO.	TRADEMARK	COUNTRY	FILING DATE	FILING NUMBER	REGISTRATION DATE	REGISTRATION NO.
0968-0190	SOLUTIONS FOR SAFETY	AU	01/28/2003	941388	08/16/2004	941388
0968-0193	<b>Snap!</b>	US	04/06/2000	76/975,638	04/26/2005	2944686
0968-0194	!	US	04/06/2000	76/975,647	03/01/2005	2929507
0968-0201		US	04/06/2000	76/976,241	05/18/2004	2843773
0968-0212	SOLUTIONS FOR SAFETY	US	07/30/2002	76/977,233	03/15/2005	2933876
0968-240	SNAP SIMPLY SAFER	US	3/30/2005	78/597,990	3/28/2006	307331