

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF TRADEMARK		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BOTANUTRIC INTERNATIONAL		04/16/2012	PARTNERSHIP: CALIFORNIA
RECEIVING PARTY DATA			
Name:	IMMUNOTEC INC.		
Street Address:	300 JOSEPH-CARRIER		
Internal Address:	VAUDREUIL-DORION		
City:	QUEBEC		
State/Country:	CANADA		
Postal Code:	J7V 5V5		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77736864	BNC K NUTRIC	
CORRESPONDENCE DATA			
Fax Number: 2023448300			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone: 202 344 4000			
Email: trademarkdocket@venable.com,jfsatterthwaite@venable.com,pjwyles@venable.com			
Correspondent Name: Janet F. Satterthwaite			
Address Line 1: VENABLE LLP			
Address Line 2: P.O. Box 34385			
Address Line 4: Washington, DISTRICT OF COLUMBIA 20043-9998			
ATTORNEY DOCKET NUMBER:	24301-332027		

CH \$40.00 77736864

**DOMESTIC REPRESENTATIVE**

Name: Janet F. Satterthwaite  
Address Line 1: VENABLE LLP  
Address Line 2: P.O. Box 34385  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20043-9998

NAME OF SUBMITTER:	Janet F. Satterthwaite
Signature:	/Janet F. Satterthwaite/
Date:	05/25/2012

Total Attachments: 7  
source=BNC K Nutric Design ASSIGNMENT#page1.tif  
source=BNC K Nutric Design ASSIGNMENT#page2.tif  
source=BNC K Nutric Design ASSIGNMENT#page3.tif  
source=BNC K Nutric Design ASSIGNMENT#page4.tif  
source=BNC K Nutric Design ASSIGNMENT#page5.tif  
source=BNC K Nutric Design ASSIGNMENT#page6.tif  
source=BNC K Nutric Design ASSIGNMENT#page7.tif

## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "*Assignment*") effective as of April 16, 2012 (the "*Effective Date*"), is by and between IMMUNOTEC INC., a company duly incorporated according to law and having its head office and principal place of business in the City of Vaudreuil, in the Canadian province of Quebec ("*Assignee*") and BOTANUTRIC INTERNATIONAL, a California partnership composed of Guillermo Romero and Alma Millan, ("*Assignor*") Assignor and Assignee are sometimes referenced collectively as the "*Parties*".

**WHEREAS**, Assignor is the owner of all right, title and interest in and to the trademark "Knutric" and the trademark "BNC K Nutric" solely in the United States of America, and any corresponding registrations set forth in **EXHIBIT A** attached hereto and incorporated herein by reference, together with all goodwill associated therewith (hereinafter, the "*Mark*"); and

**WHEREAS**, Assignor desires to assign and transfer all of its rights, title and interest in, to, and under the Mark to Assignee, and Assignee desires to acquire all of Assignor's rights, title and interest in, to, and under the Mark pursuant to the terms and conditions of this Assignment.

Furthermore, nothing in this Assignment shall modify, change, affect or otherwise terminate any of the other Transactional Documents.

**NOW, THEREFORE**, in consideration of the mutual promises herein contained, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged:

### 1. ASSIGNMENT.

- a. Assignor hereby assigns, transfers, conveys and delivers to Assignee, all of Assignor's rights, title and interest in, to, and under, the Mark together with the goodwill associated therewith, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect hereto, and in and to all causes of action, either at law or in equity for past, present or future infringement of said Mark. Such rights, title and interest shall be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors and assigns or 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.
- b. As consideration for the assignment, Assignee hereby assigns to Assignor, as is with no representations and warranties, the debt of \$218,069.24 pesos (legal currency in the Mexican United States) that Assignee has in favor of Assignor's affiliate BNC Logistics S.A. de C.V. (the "Debt").
- c. Assignor hereby accepts the assignment of the Debt as full consideration for the assignment of the Mark.
- d. Any filing fees associated with the Assignment of the Mark shall be borne by Assignee.

**2. RECORDALS/FURTHER ASSURANCES.**

Assignor shall record this Assignment with the United States Patent and Trademark Office with respect to the United States federal trademark registration set forth in **EXHIBIT A**. Assignor shall execute and deliver to Assignee all such further instruments, assignments, assurances and other documents, and perform such other acts, as Assignee may reasonably request or as may be necessary to more fully assign and convey to and vest in Assignee the rights herein assigned.

**3. PARTIAL INVALIDITY.**

If any of the provisions in this Assignment shall be declared invalid by a final and non-appealable order, decree or judgment of any court, this Assignment shall be construed as if such provision(s) had not been inserted, unless such construction would substantially destroy the benefit of the bargain of this Assignment to either Assignee or Assignor.

**4. APPLICABLE LAW.**

This Assignment is being executed pursuant to, and shall be construed under and governed exclusively by the laws of the United States of America without giving effect to the conflict of law principles thereof.

**5. BINDING EFFECT.**

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

**6. JOINT COOPERATION.**

The Parties agree to cooperate fully and to execute any and all supplemental documents and to take additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Assignment.

**7. INTEGRATION.**

This Assignment is the entire agreement between the Parties and supersedes any and all prior agreements, arrangements, or understandings between them relating to the subject matter hereof and any amendments or changes to the terms hereto are ineffective unless they are in writing and executed by all of the Parties. The Parties further agree that there are no understandings, verbal or otherwise, except as set forth in this Assignment, and that upon entering into this Assignment, no Party is entitled to rely on any promise, inducement, assurance or expectation unless it is contained herein in writing.

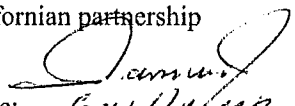
**8. EXECUTION IN COUNTERPARTS.**

This Assignment may be executed by the Parties hereto on any number of separate counterparts, each of which, when so executed and delivered, shall be an original and all such counterparts shall together constitute one and the same document.

IN WITNESS WHEREOF, Assignee and Assignor, acting by and through their proper and duly authorized directors, partners, officers, managers or other representatives, have each duly executed this Assignment as of the Effective Date.

**BOTANUTRIC:** (ASSIGNOR)

**BOTANUTRIC INTERNATIONAL,** a  
Californian partnership

By:   
Name: Guillermo Romo  
Title: General Manager

**IMMUNOTEC:** (ASSIGNEE)

IMMUNOTEC INC.,  
a Canadian Company


By:   
Name: Robert FELTON  
Title: CHIEF OPERATING OFFICER


EXHIBIT A

U.S. Trademarks and Registrations

Trademarks

KNUTRIC

Trademark Registrations

Trademark	Serial No.	Filing Date	Reg. Number	Reg. Date	Goods/Services
	77736864	5/14/2009	3770288	4/6/2010	Dietary and nutritional supplements composed with nutric oxide and potassium

## ACKNOWLEDGEMENT RELATING TO ASSET PURCHASE AGREEMENT

This Acknowledgement (the "Agreement") is entered as of this 16 day of April, 2012 (the "Effective Date") by and between IMMUNOTEC INC., a company duly incorporated according to law and having its head office and principal place of business in the City of Vaudreuil, in the Canadian province of Quebec ("Immunotec") and BOTANUTRIC DE MEXICO S.A. DE C.V., a company duly incorporated according to law and having its head office in Mexico City, Mexico ("Botanutric") (Immunotec and Botanutric are sometimes referred to collectively in this Agreement as the "Parties") and individually as a "Party"). Any terms not otherwise defined in this Agreement shall have the meaning ascribed to them in the Asset Purchase Agreement.

WHEREAS, the Parties entered into that certain Asset Purchase Agreement dated as May 11, 2010, whereby Botanutric sold to Immunotec, and Immunotec purchased from Botanutric, certain intellectual property, inventory, and other assets used in the conduct of Botanutric's business.

WHEREAS, Immunotec and Botanutric desire to acknowledge the full payment and satisfaction of the terms and conditions of the Asset Purchase Agreement on the terms set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and conditions of the parties, the receipt and sufficiency which is hereby acknowledged the parties hereto intending to be legally bound, here irrevocably covenant and agree as follows:

1. Payment. Immunotec hereby pays to Botanutric the sum of \$150,000.00 dollars (legal currency in the United States of America), as the last payment due to Botanutric under the Asset Purchase Agreement. The Botanutric hereby acknowledges that it has received the full satisfaction the payment of \$150,000.00 dollars (legal currency in the United States of America) from Immunotec and therefore, that Immunotec owes no additional fees, installments or amounts to Botanutric arising from or relating to the Asset Purchase Agreement.

2. Representations and Warranties. Botanutric hereby represents and warrants that Immunotec has no additional obligations to Botanutric monetary or otherwise, under the Asset Purchase Agreement. Botanutric hereby grants to Immunotec the broadest release under applicable law.

Botanutric hereby represents and warrants that it has filed and paid all applicable taxes deriving from or relating to the Asset Purchase Agreement including any taxes due relating to the payment of the Purchase Price.

DALLAS 2310680v.4

3. Botanutric's Release. Botanutric, for itself and its directors, officers, employees, representatives, agents, predecessors, shareholders, subsidiaries, affiliates or parent companies, successors, heirs and assigns, releases and discharges Immunotec and its predecessors, successors, agents, officers, directors, representatives, shareholders, employees, attorneys, subsidiaries, affiliates and parent companies, heirs and assigns, from any and all claims, defenses, demands, controversies, actions, tax contingencies, debts or causes of action of whatever nature or character, whether now known or unknown, asserted or unasserted, from the beginning of time, including but not limited to all claims which could have been asserted in connection with the Asset Purchase Agreement, and/or any and all business relations between the Parties.

4. Partial Invalidity. If any of the provisions in this Agreement shall be declared invalid by a final and non-appealable order, decree or judgment of any court, this Agreement shall be construed as if such provision(s) had not been inserted, unless such construction would substantially destroy the benefit of the bargain of this Agreement to either Immunotec or Botanutric.

5. Applicable Law. This Agreement is being executed pursuant to, and shall be construed under and governed exclusively by the laws of the Province of Quebec without giving effect to the conflict of law principles thereof.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. Joint Cooperation. The Parties agree to cooperate fully and to execute any and all supplemental documents and to take additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

8. Integration. This Agreement is the entire agreement between the Parties and supersedes any and all prior agreements, arrangements, or understandings between them relating to the subject matter hereof and any amendments or changes to the terms hereto are ineffective unless they are in writing and executed by all of the Parties. The Parties further agree that there are no understandings, verbal or otherwise, except as set forth in this Agreement, and that upon entering into this Agreement, no Party is entitled to rely on any promise, inducement, assurance or expectation unless it is contained herein in writing.

9. Execution in Counterparts. This Agreement may be executed by the parties hereto on any number of separate counterparts, each of which, when so executed and delivered, shall be an original and all such counterparts shall together constitute one and the same document.

IN WITNESS WHEREOF, Botanutric and Immunotec, acting by and through their

DALLAS 2310680v.4


**TRADEMARK**  
**REEL: 004788 FRAME: 0309**



proper and duly authorized directors, partners, officers, managers or other representatives, have each duly executed this Acknowledge as of the Effective Date.

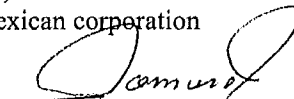
**IMMUNOTEC:**

IMMUNOTEC INC.,  
a Canadian Company

By:   
Name: Robert FELTON  
Title: Chief Operations Officer

**BOTANUTRIC:**

BOTANUTRIC DE MEXICO, S.A. DE  
C.V.,  
a Mexican corporation

By:   
Name: Guillermo Romano  
Title: General Manager