

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bruce A. Daniels M.D.		06/25/2012	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Daniels Health Sciences, LLC		
Street Address:	2121 Sage Road		
Internal Address:	Suite 333		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3058068	PROVASCA	
CORRESPONDENCE DATA			
Fax Number:	7135547771		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7135547770		
Email:	jleblanc@welshchapoton.com		
Correspondent Name:	Jared G. LeBlanc		
Address Line 1:	Welsh Chapoton LLP		
Address Line 2:	8 Greenway Plaza, Suite 1150		
Address Line 4:	Houston, TEXAS 77046		
NAME OF SUBMITTER:	Jared G. LeBlanc		
Signature:	/Jared G. LeBlanc/		
Date:	07/01/2012		

OP \$40.00 3058068

Total Attachments: 10

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**ASSIGNMENT
AND/OR
RATIFICATION OF ASSIGNMENT
OF INTELLECTUAL PROPERTY**

This Assignment ("**Assignment**") is made effective as of the date of execution set forth below, from Bruce A. Daniels, M.D. to Daniels Health Sciences, L.L.C.

WHEREAS, I, the undersigned, hereafter individually and collectively, "**Assignor**," has created and developed, and is the owner of, certain new and useful trademarks listed below for the word mark "**PROVASCA**" (hereafter, collectively, "**the Trademark**"), as described in the chart below, together with the goodwill of the business symbolized thereby in connection with the goods on which the Trademark is used ("**the Products**").

Trademark	TM Application Number	TM Registration Number	Filing Date/ Registration Date
PROVASCA	76/566,955	3,058,068	December 11, 2003/ February 7, 2006

WHEREAS, **Daniels Health Sciences, L.L.C.**, a Delaware limited liability company having a place of business at 2121 Sage Road, Suite 333, Houston, Texas 77056, United States of America, hereafter "**Assignee**," to the extent not already transferred to **Assignee** by an existing assignment obligation from me or by a prior written agreement and/or other legal relationship between **Assignee** and **Assignor**, is desirous of acquiring the entire and exclusive right, title and interest in and to, and possession of: a) the **Trademark** and all rights thereto, including the Property; b) the subject matter disclosed, taught and/or associated with the **Trademark**; and c) all tangible materials and intangible information concerning the **Trademark** and its associated subject matter, including but not limited to, copyrighted materials, common law marks, know-how, confidential and proprietary information and trade secrets (hereafter, collectively, the "**Intellectual Property**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, **Assignor** and **Assignee** agree as follows.

1. **Ratification of Prior Assignment.** **Assignor** hereby ratifies and acknowledges his/her/their prior assignment to **Assignee** of the aforesaid **Intellectual Property**, which assignment transferred the entire and exclusive right, title and interest in and to, and possession and use of, the aforesaid **Intellectual Property**, in all countries, regions and political subdivisions throughout the world, including without limitation, as applicable, the right to claim priority thereto or benefit thereof in all future applications for patent; the right to file and prosecute all related applications in the United States, in any foreign country or with any application filing convention or treaty, disclosing and/or claiming the **Intellectual Property**, in whole or in part, including, without limitation, all associated and related trademark applications, renewals, reissues, reexaminations, substitutes or extensions thereof; the right to all trademarks or other related property right that may be issued or granted thereon anywhere in the world; the right to all income, royalties, damages and payments now or hereafter due or payable with respect to any patent or other right described herein; the right to all causes of action (either in law or in equity); the right to sue, counterclaim, and recover for past, present and future infringement of the rights described herein; all as fully and entirely the same as would have been held and enjoyed by **Assignor** if the transfer and assignment described herein had not been made.

2. **Present Assignment.** To the extent Assignor has not already assigned to Assignee all or any of the aforesaid **Intellectual Property**, Assignor does hereby assign, transfer and forever convey, to Assignee, its successors and assigns, the entire and exclusive right, title and interest in and to, and possession and use of, the aforesaid **Intellectual Property**, in all countries, regions and political subdivisions throughout the world, including without limitation, as applicable, the right to claim priority thereto or benefit thereof in all future applications for patent; the right to file and prosecute all related applications in the United States, in any foreign country or with any application filing convention or treaty, disclosing and/or claiming the **Intellectual Property**, in whole or in part, including, without limitation, all related trademark applications, renewals, reissues, reexaminations, substitutes or extensions thereof; the right to all associated or related trademarks or other related property right that may be issued or granted thereon anywhere in the world; the right to all income, royalties, damages and payments now or hereafter due or payable with respect to any patent or other right transferred herein; the right to all causes of action (either in law or in equity); the right to sue, counterclaim, and recover for past, present and future infringement of the rights transferred herein; all as fully and entirely the same as would have been held and enjoyed by Assignor if the transfer and assignment had not been made.

3. **Issuance to Assignee.** Assignor hereby authorizes and requests the appropriate governmental official to issue any and all patents, certificates, registrations, grants or related property right assigned hereunder, to Assignee, as the owner of the entire and exclusive right, title and interest in and to the same.

4. **Warranty of Title.** Assignor makes no warranties of any kind in making this assignment.

5. **Further Actions.** Assignor hereby covenants and agrees that Assignor will at any time upon request make, execute and deliver without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, powers of attorney, assignments, and other documents; and do all lawful acts and things, which, in the opinion of Assignee, its successors and assigns, may in any country be required or necessary more effectively to secure to and vest in Assignee, its successors and assigns, the property ratified or transferred herein; and that Assignor will execute any application for reissue, counterpart, renewal, reexamination, correction, substitute or extension of said **Intellectual Property** or any resulting trademark or related property right. Assignor covenants and agrees that Assignor will at any time upon request communicate to the Assignee, its successors, assigns or other legal representatives any facts relating to the aforesaid **Application** and **Intellectual Property** known to him/her, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when requested to do so.

6. **Confidentiality.** Assignor hereby covenants and agrees to maintain as confidential all non-public aspects and details of the **Intellectual Property** unless and until such time as such aspects or details become publicly known through no fault of Assignor. Assignor agrees and understands that this obligation of confidentiality continues to exist regardless of whether Assignor is employed by Assignee or not. Assignor agrees and understands that this obligation of confidentiality is supplemental to all other obligations of confidence that Assignor may now or hereafter owe to Assignee.

7. **Assignee as Attorney-in-fact.** To the extent Assignor is unavailable, unable or unwilling to execute and/or deliver any instrument described in paragraph 5, Assignor hereby appoints each officer of Assignee, and specifically appoints Assignee's general counsel whether or not an officer, as his/her/their limited attorney in fact for the sole and limited purpose of executing such instrument.

8. No Challenge. Assignor hereby covenants and agrees that Assignor will never challenge or aid the challenge by another of the validity or enforceability of the **Intellectual Property** ratified or transferred hereunder.

9. Choice of Law. Assignor hereby covenants and agrees that the laws of the State of Texas shall control the interpretation and effect of this document and without application of that state's laws concerning conflict of law.

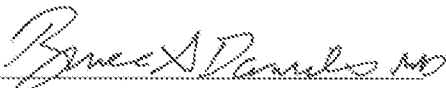
10. Severability. Assignor and Assignee hereby agree that this agreement is severable in the event one or more clauses, covenants or obligations set forth in this agreement are found to be invalid or unenforceable by a court of competent jurisdiction. Assignor and Assignee hereby agree that those clauses, covenants and obligations that are not found to be invalid or unenforceable shall be enforced as if the severed clause, covenant or obligation had never existed.

11. Legal Counsel ASSIGNOR UNDERSTANDS AND ACKNOWLEDGES THAT NEITHER IN-HOUSE LEGAL COUNSEL FOR ASSIGNEE NOR OUTSIDE LEGAL COUNSEL REPRESENTING ASSIGNEE CONCERNING THIS AGREEMENT OR THE **INTELLECTUAL PROPERTY** REFERENCED IN THIS AGREEMENT, REPRESENT THE INTERESTS OF ASSIGNOR, OR ANY OF THEM, CONCERNING THIS AGREEMENT OR THE **INTELLECTUAL PROPERTY** REFERENCED IN THIS AGREEMENT. ASSIGNOR FURTHER ACKNOWLEDGES AND AGREES THAT HE/SHE/THEY HAVE HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF HIS/HER/THEIR OWN CHOOSING AND AT HIS/HER/THEIR OWN COST CONCERNING THE EFFECT AND PURPOSE OF THIS AGREEMENT AND THE SCOPE OF THE RIGHTS TRANSFERRED HEREUNDER, AND THAT ASSIGNOR VOLUNTARILY AND WITHOUT RESERVATION OF ANY KIND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS STATED HEREIN.

INTENTIONALLY BLANK—SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, Assignor and Assignee have hereunto set his/her/its hand and seal.

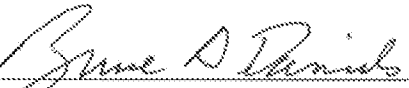
ASSIGNOR:



Bruce A. Daniels, M.D.

ASSIGNEE:

Daniels Health Sciences, LLC

By: 

Bruce A. Daniels
Manager

By: _____
Thea Daniels Kocher
Manager

By: _____
Joshua L. Batchelor
Manager

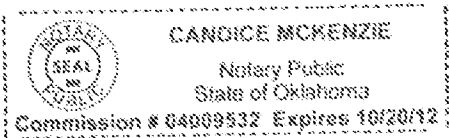
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ACKNOWLEDGEMENTS

STATE OF OKLAHOMA §

COUNTY OF OKLAHOMA §

Be it known, that on this 25th day of June, 2012, before me the undersigned authority, personally came and appeared **Bruce A. Daniels, M.D.**, to me personally known, and known to me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me, that he signed the above and the foregoing document as his own free act and deed and for the uses and purposes therein set forth and apparent.



Candice McKenzie
Notary Public in and for the State of Oklahoma

STATE OF NEW YORK §

COUNTY OF _____ §

Be it known, that on this _____ day of _____, 2012, before me the undersigned authority, personally came and appeared **Thea Daniels Kocher**, to me personally known, and known to me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me, that he signed the above and the foregoing document as his own free act and deed and for the uses and purposes therein set forth and apparent.

Notary Public in and for the State of New York

STATE OF TEXAS §

COUNTY OF HARRIS §

Be it known, that on this _____ day of _____, 2012, before me the undersigned authority, personally came and appeared **Joshua L. Batchelor**, to me personally known, and known to me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me, that he signed the above and the foregoing document as his own free act and deed and for the uses and purposes therein set forth and apparent.

.....
Notary Public in and for the State of Texas

IN WITNESS WHEREOF, Assignor and Assignee have hereunto set his/her/its hand and seal on June 25, 2012.

ASSIGNOR:

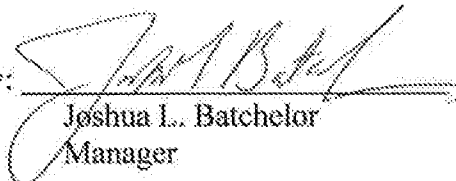
Bruce A. Daniels, M.D.

ASSIGNEE:

Daniels Health Sciences, LLC

By: _____
Bruce A. Daniels
Manager

By: _____
Thea Daniels Kocher
Manager

By: 
Joshua L. Batchelor
Manager

IN WITNESS WHEREOF, Assignor and Assignee have hereunto set his/her/its hand and seal.

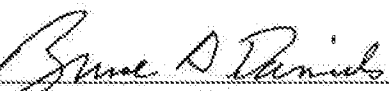
ASSIGNOR:



Bruce A. Daniels, M.D.

ASSIGNEE:

Daniels Health Sciences, LLC

By: 

Bruce A. Daniels
Manager

By: _____
Thea Daniels Kocher
Manager

By: 

Joshua L. Batchelor
Manager

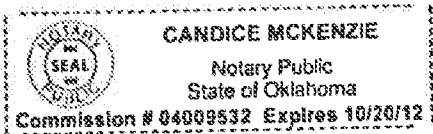
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ACKNOWLEDGEMENTS

STATE OF OKLAHOMA §

COUNTY OF OKLAHOMA §

Be it known, that on this 25th day of June, 2012, before me the undersigned authority, personally came and appeared Bruce A. Daniels, M.D., to me personally known, and known to me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me, that he signed the above and the foregoing document as his own free act and deed and for the uses and purposes therein set forth and apparent.



Candice McKenzie
Notary Public in and for the State of Oklahoma

STATE OF NEW YORK §

COUNTY OF _____ §

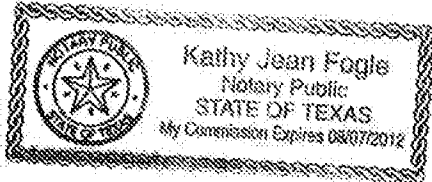
Be it known, that on this _____ day of _____, 2012, before me the undersigned authority, personally came and appeared Thea Daniels Kocher, to me personally known, and known to me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me, that he signed the above and the foregoing document as his own free act and deed and for the uses and purposes therein set forth and apparent.

Notary Public in and for the State of New York

STATE OF TEXAS §

COUNTY OF HARRIS §

Be it known, that on this 29th day of June, 2012, before me the undersigned authority, personally came and appeared Joshua L. Batchelor, to me personally known, and known to me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me, that he signed the above and the foregoing document as his own free act and deed and for the uses and purposes therein set forth and apparent.



Kathy Jean Fogle
Notary Public in and for the State of Texas