

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>
MedX, Inc.		12/29/2011	CORPORATION: ILLINOIS

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MedX, LLC
<b>Street Address:</b>	3456 N. Ridge Ave., #100
<b>City:</b>	Arlington Heights
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60004
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Registration Number:</b>	3427944	MEDX

**CORRESPONDENCE DATA**

Fax Number: 3124540261  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: amertes@synergylawgroup.com  
 Correspondent Name: Arthur E. Mertes  
 Address Line 1: 730 W. Randolph St., 6th Floor  
 Address Line 4: Chicago, ILLINOIS 60661

<b>NAME OF SUBMITTER:</b>	Sean McDermott
<b>Signature:</b>	/Sean McDermott/
<b>Date:</b>	05/23/2013

Total Attachments: 14  
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**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Assignment and Assumption Agreement (“Assignment”) is made as of the 29th day of December, 2011, by and between MedX Incorporated, an Illinois corporation ("Assignor"), and MedX Sub, LLC, a Delaware limited liability company, and its successor in interest ("Assignee").

WHEREAS, Assignor desires to assign all of its right, title and interest in the Assigned Assets (as defined below), if any, to Assignee, and Assignee desires to accept and assume the Assigned Assets, and to assume the Assumed Liabilities (as defined below), all on the terms and conditions hereof [REDACTED] (the “Reorganization”).

NOW, THEREFORE, in consideration of the mutual terms and conditions herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

[REDACTED] Assignor hereby assigns to Assignee, and Assignee hereby accepts the assignment as of the date hereof of all of Assignor’s right, title and interest in and to the assets and agreements identified on Exhibit A hereto (the “Assigned Assets”), free and clear of all liens, equities, claims, encumbrances and security interests, except as may be provided herein. [REDACTED]

3. Assignee hereby accepts this assignment granted herein and shall succeed to all of the rights and obligations of Assignor hereunder with respect to the Assigned Assets and shall be constituted the full and complete assignee thereof, subject to all the terms and conditions herein.

4. The parties hereby agree to do any and all acts and things, and to sign, seal, execute, acknowledge, file, record and deliver any and all documents, instruments, notices or certificates which may be or become necessary, desirable or appropriate to effectuate the purposes and intent of the parties to this Assignment.

[REDACTED]

6. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns including without limitation successors by merger.

7. This Assignment and the instruments to be delivered by the parties pursuant to the provisions hereof, together with any written amendments hereto, constitute the entire agreement between the parties with respect to the subject matter hereof. Each exhibit shall be considered incorporated into this Assignment.



9. This Assignment shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the internal laws of the State of Illinois applicable to contracts made in that State.

10. This Assignment may be executed in one or more counterparts and by transmission of a facsimile or digital image containing the signature of an authorized person, each of which shall be deemed and accepted as an original, and all of which together shall constitute a single instrument. Each party represents and warrants that the person executing on behalf of such party has been duly authorized to execute this Assignment.

(Signature Page Follows)

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

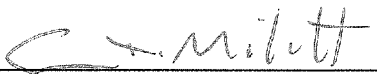
ASSIGNOR:

**MEDX, INCORPORATED,**  
an Illinois corporation

By:   
Sean McDermott  
President

ASSIGNEE:

**MEDX SUB, LLC,**  
a Delaware limited liability company

By:   
Sean McDermott  
President

**EXHIBIT A  
TO  
ASSIGNMENT AND ASSUMPTION AGREEMENT**

**Assigned Assets**

The Assigned Assets include, without limitation, the following items (excluding the Excluded Assets):

[REDACTED]

[REDACTED]

- c) intellectual property, know-how, trade secrets and data, goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the laws of all jurisdictions;
- d) all trademarks and service marks (including without limitation MedX, Registration No. 3427944, MedX Intecam, Registration No. 2531470 and MedX Certified, Registration No. 2531469), all URLs, domain name(s), name "MedX", website, e-mail databases, software and computer code;

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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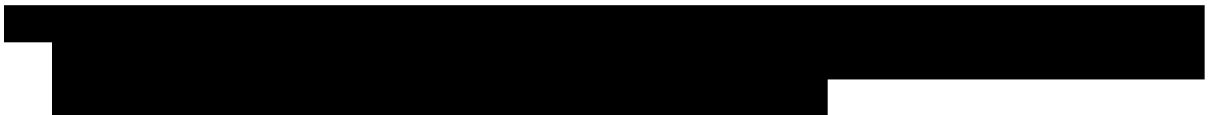
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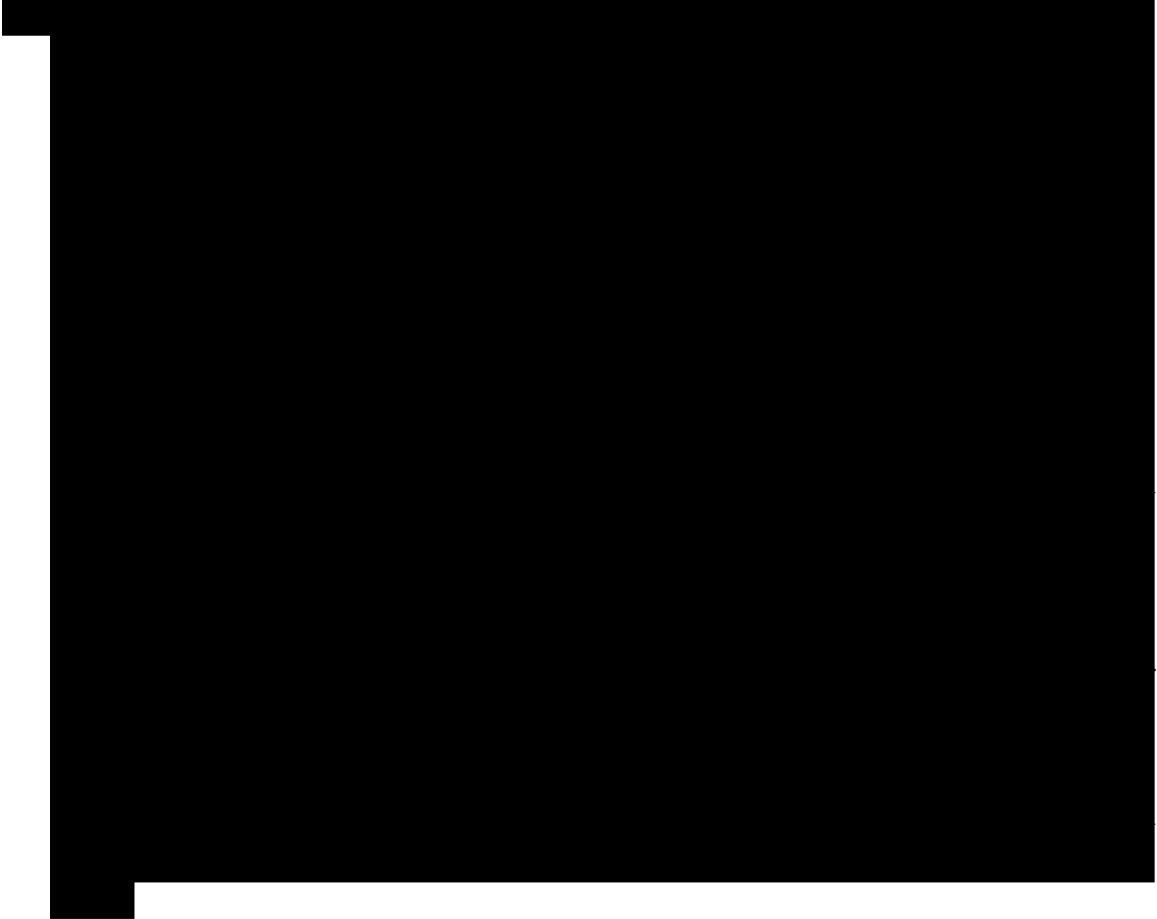
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