

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CD Diagnostics, LLC		07/02/2013	LIMITED LIABILITY COMPANY: PENNSYLVANIA

RECEIVING PARTY DATA	
Name:	CD Diagnostics, Inc.
Street Address:	100 East Lancaster Avenue
Internal Address:	LIMR Bldg., Suite R215
City:	Wynnewood
State/Country:	PENNSYLVANIA
Postal Code:	19096
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6		
Property Type	Number	Word Mark
Registration Number:	4339465	CD DIAGNOSTICS
Registration Number:	4350698	CD DIAGNOSTICS
Serial Number:	85329688	CD DIAGNOSTICS
Serial Number:	85889673	CITRANO MEDICAL LABORATORIES
Serial Number:	85889709	CML
Serial Number:	85925642	TOXSURE

CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	215-268-3888
Email:	dockets@riversidelaw.com
Correspondent Name:	Justin C. Allen
Address Line 1:	300 Conshohocken State Road

OP \$165.00 4339465

Address Line 2: 300 Four Falls Corporate Center, Suite 7
Address Line 4: West Conshohocken, PENNSYLVANIA 19428

ATTORNEY DOCKET NUMBER:	203015.600901
NAME OF SUBMITTER:	Joshua M. Warminsky
Signature:	/jmw/
Date:	07/02/2013

Total Attachments: 2
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment"), effective as of the 2nd day of July, 2013, is made from CD Diagnostics, LLC (the "Assignor"), having its principal place of business at 1620 Winchester Dr., Blue Bell, PA 19422, to CD Diagnostics, Inc., 100 East Lancaster Avenue, LIMR Bldg, Suite R215, Wynnewood, PA 19096 (the "Assignee").

WHEREAS, the Assignor is the registered owner of the U.S. trademarks and U.S. trademark applications:

CD DIAGNOSTICS, registration no. 4339465,
CD DIAGNOSTICS, registration no. 4350698,
CD DIAGNOSTICS, serial no. 85329688,
CITRANO MEDICAL LABORATORIES, serial no. 85889673,
CML, serial no. 85889709, and
TOXSURE, serial no. 85925642, (hereinafter, "the Marks"); and

WHEREAS, Assignor has assigned to Assignee all right, title and interest in and to the Marks, including the goodwill associated therewith; and

WHEREAS, Assignee is the successor to the business of Assignor to which the trademarks covered by said trademark applications pertain, said business being ongoing and existing;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges:

1. Assignor has and hereby does assign to Assignee all of Assignor's right, title and interest in and to the Marks, including any registration therefor and the goodwill of the business symbolized thereby.
2. Assignor further assigns to Assignee all rights to sue, bring actions for and recover and hold damages, profits and other compensation for any and all past and future infringements and unauthorized uses of the Marks and all proceeds of the Marks, including, without limitation, any and all causes of action for infringement or unauthorized use thereof and any and all royalties for any licenses thereof (collectively, the "Assets"), the Assets to be held and enjoyed by Assignee, for its own use, and for the use of its successors, assigns or other legal representatives to the full term or terms for which the rights associated with the Marks may be granted, as fully and entirely as the same would have been enjoyed by the Assignor, had this Assignment not been made.
3. The Assignor hereby covenants and agrees that the Assignor shall, at the request of Assignee or its counsel, execute, acknowledge and/or deliver all such further documents, materials, information, assistance, acts, deeds, assignments, transfers, powers of attorney and assurances as may be required to carry out the intent of this Assignment, and to transfer and vest title to and in the Marks and/or the Assets and to procure, maintain, enforce and protect the right, title and interest in and enjoyment of all of the Marks and/or the Assets assigned, transferred and

conveyed to Assignees pursuant to this Assignment; provided, however, this Assignment shall be effective regardless of whether any such additional documents are executed.

4. This Assignment shall be binding upon Assignor, Assignor's successors and assigns, and upon all others acting by, through, with or under Assignor's direction or control, and all those in privity therewith.

5. This Assignment constitutes and shall be deemed a contract made under the laws of the State of Pennsylvania for any and all purposes, and shall be interpreted and enforced in accordance with such laws, without regard to its conflicts of laws jurisprudence. Assignor and Assignees expressly consent to the jurisdiction of the federal courts in Pennsylvania in connection with any action arising from or relating to this Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Assignment and caused the same to be duly delivered on its behalf.

CD Diagnostics, LLC

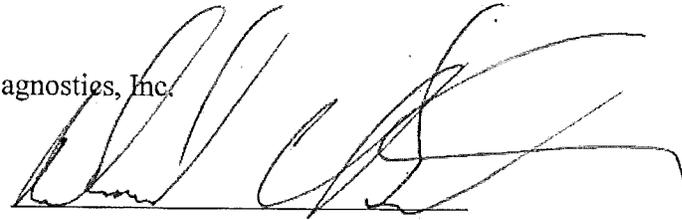
By: 

Name: Richard C Birkmeyer

Title: President & CEO

Date: 7/2/2013

CD Diagnostics, Inc.

By: 

Name: Richard C. Birkmeyer

Title: President & CEO

Date: 7/2/2013