

## 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
General Home Pharmacy Inc.		01/03/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SinuTopic, Inc.		
Street Address:	755 Lakefield Road		
Internal Address:	Units C, D & E		
City:	Westlake Village		
State/Country:	CALIFORNIA		
Postal Code:	91361		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3464907	SINUS DYNAMICS	
CORRESPONDENCE DATA			
Fax Number:	2129833115		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212 935 3000		
Email:	cbaker@mintz.com		
Correspondent Name:	Christine M. Baker		
Address Line 1:	666 Third Avenue, 24th Floor		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	43276-403		
NAME OF SUBMITTER:	Christine M. Baker		
Signature:	/cmbaker/		

Date:

07/08/2013

**Total Attachments: 4**

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## ASSIGNMENT OF TRADEMARKS AND DOMAINS

This Assignment Agreement dated as of January 3, 2012 is entered into by and between General Home Pharmacy Inc., a corporation organized under the laws of the California ("Assignor") and SimuTopic, Inc., a corporation organized under the laws of Delaware ("Assignee").

WHEREAS, reference is made to the Asset Purchase Agreement, dated January 3, 2012 (the "Purchase Agreement"), by and among Assignee, and Assignor, Respitouch Inc., NasaCleanse Corporation (collectively, the "Sellers"), Kambiz Yadidi, as Trustee of the Kambiz Yadidi Revocable Trust dated July 14, 2011 and Kambiz Yadidi, the stockholders of each of the Sellers (the "Stockholders").

WHEREAS, Assignor is the owner of the common law trademarks and U.S. Trademark Registrations ("Trademarks") and domain names ("Domain Names") identified in **Schedule 1** attached hereto and fully incorporated herein; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment.

a. Trademark Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably assigns, transfers and delivers to Assignee all of its right, title and interest in and to the Trademarks, including without limitation all common law rights therein and the trademark registrations therefore, together with the goodwill of the business associated with or symbolized by the Trademarks, the right to sue for and collect damages for past infringement thereof, and all other benefits of the Trademarks. Assignor does further consent to the recordation of the assignment by Assignee with the Assignment Division of the United States Patent and Trademark Office.

b. Domain Name Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably assigns, transfers and contributes to Assignee all of its right, title and interest in and to the Domain Names, and any other intellectual proprietary rights therein that may exist including without any limitation, any related trademarks, service marks, trade names and other intellectual property rights to the Domain Names, whether such rights are registered or not, and all rights of priority therein, and the right, and the right to recover for damages and profits and all other remedies for past infringements thereof; and any and all appurtenant goodwill associated therewith. Assignor agrees that, upon the execution and exchange of this Agreement, it will take all steps necessary to effect the transfer of the Domain Names to Assignee including without limitation: (i) providing Assignee with operable, unexpired authorization codes for the Domain Names; (ii) unlocking the Domain Names; (iii) removing any WHOIS privacy protection, if applicable; (iv) responding to any correspondence from Assignee, its counsel, the registrar or any other party

responding to any correspondence from Assignee, its counsel, the registrar or any other party seeking confirmation of the transfer of the Domain Names; and (v) taking any and all steps necessary to effectuate the transfer of the Domain Names to Assignee.

2. Additional Actions. At any time after the date of this Agreement, at Assignee's request and expense, Assignor shall execute and deliver to Assignee such other instruments and documents, and take such other actions, as Assignee may deem necessary or desirable to effect, evidence, record and perfect the transfer and assignment contemplated by this Agreement.

3. Representation and Warranty. Assignor represents and warrants that it has the authority to transfer and assign all right, title and interest in and to the Trademarks and Domain Names to Assignee.

4. Successors and Assigns. This Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

5. Governing Law. This Agreement will be governed by and construed under the laws of the state of California, without regard to conflicts of laws principles that would require the application of any other law. All claims arising out of or relating to this Agreement shall be settled pursuant to Section 10.4 of the Purchase Agreement.

6. Counterparts. This Agreement may be executed in any number of counterparts and delivered by facsimile or PDF, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have caused this Trademark and Domain Name Assignment Agreement to be made and executed by a duly authorized officer as of this \_\_\_\_ day of January, 2012.

GENERAL HOME PHARMACY INC.

SINUTOPIC, INC.

By: 

By: \_\_\_\_\_

Print Name: Kambiz Yadi

Print Name: Eric Keen

Title: President and Secretary

Title: Vice President

[Signature Page to GHP Assignment of Trademarks and Domains]

responding to any correspondence from Assignee, its counsel, the registrar or any other party seeking confirmation of the transfer of the Domain Names; and (v) taking any and all steps necessary to effectuate the transfer of the Domain Names to Assignee.

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GENERAL HOME PHARMACY INC.

By: \_\_\_\_\_

Print Name: Kambiz Yadidi

Title: President and Secretary

SINUTOPIC, INC.

By:  \_\_\_\_\_

Print Name: Eric Keen

Title: Vice President

[Signature Page to GHP Assignment of Trademarks and Domains]

SCHEDULE 1

REGISTERED TRADEMARKS:

United States				
Mark	Serial Number	Reg. Number	Check Status	Live/Dead
SINUTOUCH	77947792	3887995	TARR	Live
SINUS DYNAMICS	76676421	3464907	TARR	Live
SINUS AERO & DESIGN	76676420	3627393	TARR	Live
SINUS AERO	76676419	3472798	TARR	Live

  

European Community (CTM)		
Word Mark	Registration Number	Status
SINUTOUCH	9073941	Registered

UNREGISTERED TRADEMARKS:

Trademarks

Common law rights, if any, to the following:

Mark	Serial Number	Reg. Number	Check Status	Live/Dead
SINUS DYNAMICS WASH	77424317	N/A	TARR	Dead

Trade Names

General Home Pharmacy, Inc.

General Home Pharmacy Inc.

SinusDynamics

Logo

