

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Memorialization of Trademark Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDX, INCORPORATED		06/07/2013	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	MEDX SUB, LLC		
Street Address:	3456 N. Ridge Avenue, Suite 100		
City:	Arlington Heights		
State/Country:	ILLINOIS		
Postal Code:	60004		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3427944	MEDX	
Registration Number:	2034507	NUQUEST	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	2834.191		
NAME OF SUBMITTER:	Nancy Brougher		
Signature:	/njb/		

OP \$65.00 3427944

TRADEMARK

Date:

07/29/2013

Total Attachments: 19

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**MEMORIALIZATION OF
TRADEMARK ASSIGNMENT**

JUNE 7, 2013

This Memorialization of Trademark Assignment is entered into and effective as of June 7, 2013. Reference is hereby made to that certain Assignment and Assumption Agreement (the "Assignment Agreement") dated as of December 29, 2011, by and between MedX, Incorporated, an Illinois corporation ("Assignor") and MedX Sub, LLC, a Delaware limited liability company, and its successor in interest (collectively, "Assignee"), a copy of which is attached hereto as Exhibit A.

Pursuant to the Assignment Agreement, Assignor has assigned all of its right, title and interest in the Assigned Assets (as defined in the Assignment Agreement) including, without limitation, the trademarks and service marks listed on the attached Schedule A (the "Trademarks"). Pursuant to Section 4 of the Assignment Agreement, Assignor agreed to execute and deliver further documents and instruments such as this. On May 23, 2013, Assignor caused the recordation with the United States Patent and Trademark Office of the assignment of the MedX, Inc. trademark (Serial No. 77220554) to MedX, LLC (as successor in interest to MedX Sub, LLC) pursuant to the Assignment Agreement, and has executed this further memorialization of the assignment for purposes of recordation of the assignment of the NuQuest trademark (Serial No. 74703644) to MedX, LLC (as successor in interest to MedX Sub, LLC) pursuant to the Assignment Agreement.

For valuable consideration, the receipt and sufficiency of which Assignor acknowledges, Assignor agrees that it has sold, assigned, and transferred to Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to said Trademarks, nunc pro tunc, effective as of the date of the Assignment Agreement, including any and all rights, privileges and priorities of Assignor under United States, state, common or foreign law with respect to the Trademarks, including, without limitation, to (i) sue for past infringement, unlawful imitation, impairment, distortion, dilution or unauthorized use of the Trademarks and (ii) obtain renewals of registrations or other legal protections pertaining to the Trademarks, and the Commissioner of Patents and Trademarks is hereby authorized and requested to issue all Trademarks on Schedule A to Assignee, as assignee of the entire interest therein.

[Remainder of page intentionally left blank.]

IN WITNESS THEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer as of the date first set forth above.

MEDX, INCORPORATED, an Illinois corporation

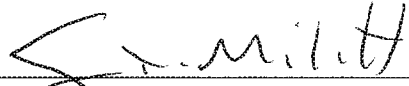
By: 
Sean McDermott, President

Exhibit A

Assignment Agreement

[attached]

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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, for the purpose of effecting a reorganization of the business and operations of Assignor (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:

1. 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. The Assigned Assets shall not include the assets identified on Exhibit B hereto (the "Excluded Assets").
2. Assignee agrees as of the date hereof to be bound to all of the terms, covenants and conditions of this Assignment and to assume all of the obligations of Assignor under the liabilities specifically identified on Exhibit C hereto ("Assumed Liabilities"). The Assumed Liabilities shall not include the liabilities identified on Exhibit D hereto ("Excluded Liabilities").
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.
5. This Assignment may be amended or modified from time to time by written agreement of the Assignor (or any entity succeeding to the interests of the Assignor hereunder) and the Assignee (or any entity succeeding to the interests of the Assignee hereunder) as may be necessary or desirable to effectuate the Reorganization or for any other reason, the approval of such amendment or modification to be conclusively established by the parties' or their successors' execution thereof.

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.

8. All representations and warranties shall survive the effective date of this Assignment regardless of any investigation or lack of investigation by either of the parties hereto. The failure in any one or more instances of a party to insist upon performance of any of the terms, covenants or conditions of this Assignment, to exercise any right or privilege in this Assignment conferred, or the waiver by said party of any breach of any of the terms, covenants or conditions of this Assignment, shall not be construed as a subsequent waiver of any such terms, covenants, conditions, right or privileges, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

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.

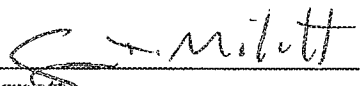
ASSIGNOR:

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):

- a) leaseholds in real property and leasehold improvements;
- b) tangible personal property (such as machinery, equipment, inventories of raw materials and supplies, manufactured and purchased parts, goods in process and finished goods, furniture, automobiles, trucks, tractors, trailers, tools, jigs, and dies);
- 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;
- e) all telephone numbers of Assignor and lock boxes to which Assignor's account debtors remit payments;
- f) all insurance policies to the extent assignable by Assignor;
- g) all customer lists, active customer relationships, customer records and information;
- h) all computer software, including all documentation and source codes with respect to such software and licenses and leases of software;
- i) leases, subleases, and rights thereunder;
- j) agreements and contracts granted, license or distribution rights to Assignor;
- k) accounts, notes receivable and other receivables;
- l) securities;

- m) claims, deposits, prepayments, refunds, causes of action, choses in action, rights of recovery, rights of set off, and rights of recoupment (including any such item relating to the payment of taxes);
- n) franchises, approvals, permits, licenses, orders, registrations, certificates, variances, and similar rights obtained from governments and governmental agencies;
- o) books, records, ledgers, files, documents, correspondence, lists, plats, plans, drawings, specifications, know-how, creative materials, advertising and promotional materials, studies, reports, data, and other printed or written materials;
- p) any cash in excess of an amount equal to the Assignor's good faith estimate of the accrued and unpaid wages and taxes of the Assignor with respect to periods prior to the date of the Assignment for which the return is due after the date of the Assignment (computed on a pro forma stand-alone basis in accordance with the past custom and practice of the Assignor in filing its tax returns);
- q) rights in and with respect to the assets associated with any employee benefit plans;
- r) FDA 510(k) and related items including, without limitation, facilities registrations and device listings and submissions; and
- s) certain contracts ("Assigned Contracts) and service relationships with Assignor's customers, as set forth on Schedule I hereto.

**EXHIBIT B
TO
ASSIGNMENT AND ASSUMPTION AGREEMENT**

Excluded Assets

Notwithstanding Exhibit A, the Assigned Assets shall not include the following Excluded Assets of Assignor:

- a) the corporate charter, qualifications to conduct business as a foreign corporation, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books, blank stock certificates, and other documents relating to the organization, maintenance, and existence of the Assignor as a corporation;
- b) any of the rights of the Assignor under this Assignment (or under any side agreement between the Assignor on the one hand and the Assignee on the other hand entered into on or after the date of this Assignment);
- c) the Merger Agreement (as defined in Exhibit D to this Assignment) and all rights, interests and claims thereunder;
- d) rights in funds received or due to Assignor with respect to claims asserted, if any, pursuant to the Merger Agreement (as defined in Exhibit D to this Assignment) or in connection with the Rivkin Notes (as defined in Exhibit D to this Assignment);
- e) Memorandum of Agreement with Picker International and any amendment thereto (if any), dated prior to the date of this Assignment;
- f) License Agreement with Cardiovascular Imaging Technologies, LLC;
- g) Memorandum of Understanding with Neusoft and any amendment thereto (if any), dated prior to the date of this Assignment;
- h) Framework Agreement for Joint Production & Sale of the Dual-Head SPECT for Cardiac Study with Beijing Hamamatsu Photon Techniquet, Inc. and any amendment thereto (if any), dated prior to the date of this Assignment;
- i) Exclusive License Agreement with Yale University and Eclipse Systems for Distribution of Wackers-Liu CQ Software and any amendment thereto (if any), dated prior to the date of this Assignment;
- j) Right to Distribute Software License Agreement with Research Systems, Inc. and any amendment thereto (if any), dated prior to the date of this Assignment;

- k) Supply Agreement with Cardinal Health and any amendment thereto (if any), dated prior to the date of this Assignment;
- l) Letter Agreement with Strategic Sales Partners, LLC and any amendment thereto (if any), dated prior to the date of this Assignment; and
- m) rights, interests and claims of Assignor: (1) under contracts and agreements of Assignor which are not specifically and expressly included in the Assigned Assets; and (2) under contracts and agreements of Assignor which are the basis of any Excluded Liability or are specifically and expressly set forth as an Excluded Asset.

**EXHIBIT C
TO
ASSIGNMENT AND ASSUMPTION AGREEMENT**

Assumed Liabilities

Assignee shall assume and agree to discharge and perform the following (and only the following) liabilities of Assignor:

- a) as an additional co-obligor (together with MedX, Incorporated and MedX Holdings, Inc.), any and all debts, agreements, instruments and obligations of Assignor as of the date of this Assignment to American Chartered Bank, located at 450 E. Higgins Road, Elk Grove Village, IL 60007, without derogating or extinguishing the continuing obligations of Assignor under or pursuant thereto and, in each case, subject to the undertaking by MedX, Incorporated and MedX Holdings, Inc. to continue as an obligor therefor and any extensions, replacements or refinancings thereof;
- b) the Unsecured Subordinated Promissory Note dated December 28, 2007, together with any extensions or replacements thereof, issued by Assignor in favor of Sean McDermott in the amount of \$50,000;
- c) the Unsecured Subordinated Promissory Note dated December 28, 2007, together with any extensions or replacements thereof, issued by Assignor in favor of Eric Ellingson in the amount of \$50,000;
- d) the Unsecured Subordinated Promissory Note dated January 14, 2008, together with any extensions or replacements thereof, issued by Assignor in favor of Sean McDermott in the amount of \$50,000;
- e) the Unsecured Subordinated Promissory Note dated January 14, 2008, together with any extensions or replacements thereof, issued by Assignor in favor of Eric Ellingson in the amount of \$50,000;
- f) the obligation to pay costs of Assignor's defense including without limitation attorney fees of the lawsuit (the "Gasper Lawsuit") entitled *Larry D. Gasper on behalf of himself and all others similarly situated v. MedX, Inc.* pending as Case No. 11-4323-NKL in the US District Court for the Western District of Missouri, which assumed obligation shall not exceed \$50,000 in the aggregate;
- g) trade payables as reflected on Assignor's books and records as of the date of this Assignment;
- h) obligations for the future provision of goods or services associated with deposits or prepaid or deferred revenue received by Assignor prior to the date of this Assignment

- i) obligations under unfulfilled purchase orders issued by Assignor for the purchase of goods or services
- j) executory contracts (and obligations pursuant thereto) committing Assignor to payment for Assignor's purchase or lease of goods, equipment and vehicles;
- k) obligation to pay wages and salaries of employees of Assignor which accrued on or after January 1, 2012 and outstanding accrued vacation benefits due to employees of Assignor;
- l) payroll obligations of Assignor since January 1, 2012;
- m) Assignor's outstanding warranty obligations under express written equipment warranties provided with any goods sold by it, the express term of which has not expired as of the date of this Assignment (the "Assumed Warranty Obligations"); and
- n) other accrued liabilities of Assignor as shown on Assignor's financial statements dated as of the date hereof.

**EXHIBIT D
TO
ASSIGNMENT AND ASSUMPTION AGREEMENT**

Excluded Liabilities

Without limiting the generality of Assignee's non-assumption of any liabilities that are not specifically listed in Exhibit C, the parties wish to expressly provide that Assignee shall also not assume:

1. Any obligation pursuant to the Merger Agreement entered into as of April 6, 2007 (the "Merger Agreement"), by and among Assignor, the Rivkin Sellers (as defined in the Merger Agreement) and others, and promissory notes issued pursuant thereto, including, without limitation, obligations of Assignor (if any) under certain subordinated promissory notes (i) in the aggregate sum of \$770,795.46 issued by Assignor to Mr. Rivkin and/or his Trust pursuant to the Merger Agreement (the "Rivkin Notes"), and (ii) issued by Assignor to others pursuant to the Merger Agreement. Assignor has determined the promissory notes issued pursuant to the Merger Agreement, including the Rivkin Notes and other subordinated promissory notes issued pursuant thereto, are paid in full as a result of the bona fide offsets (the "Note Offset") claimed by Assignor pursuant to Section 8 of the Merger Agreement, by which Assignor shall be indemnified from and against the entirety of any Adverse Consequences (as defined in the Merger Agreement) arising out of certain breaches of the representations and warranties made to Assignor by the Rivkin Sellers ("Breaches"), which Adverse Consequences Assignor has in fact suffered. Assignor represents that, prior to entering into this Assignment, Assignor and MedX Holdings, Inc. followed all procedures required by Section 8 of the Merger Agreement to claim and exercise the right to such indemnification and offset the promissory notes in full, and that, if the Note Offset is disputed by the holder of the Rivkin Notes (or other noteholder) in the future, the Note Offset and the claims of Assignor for disgorgement of monies paid by Assignor on account of the Rivkin Notes (and the other promissory notes issued pursuant to the Merger Agreement) and additional damages Assignor has suffered as a result of the Breaches are believed by Assignor to exceed the amount of any claim by a holder of Rivkin Notes (or other noteholder) for payment of the Rivkin Note(s) (and the other subordinated promissory notes);
2. the Gasper Lawsuit and any obligation resulting from the Gasper Lawsuit (as defined in Exhibit C to this Assignment) including without limitation any judgment;
3. liability and obligations (other than pursuant to the Assumed Warranty Obligations, or service contracts which are expressly stated to be part of the Assigned Assets) for goods sold by Assignor prior to the date of this Assignment;
4. inter-company debt; and

5. any liability pursuant to claims for negligent services, omission in the provision of services, or services provided in error by Assignor prior to the date of this Assignment.

**SCHEDULE 1
TO
ASSIGNMENT AND ASSUMPTION AGREEMENT**

Assigned Contracts

1. Distribution Agreement with Alphanuclear;
2. MBS/Envision;
3. Lease for premises at 3456 N. Ridge Avenue, Suite 100, Arlington Heights, IL 60004;
4. Current service customers (see attached); and
5. Outstanding equipment purchase customers (either pursuant to unfulfilled orders or for which there are outstanding Assumed Warranty Obligations) (see attached).

Addendum to Assignment and Assumption Agreement

This Addendum to Assignment and Assumption Agreement ("Addendum"), dated as of December 29, 2011, is entered into by and among MedX Incorporated, an Illinois corporation ("MXI" also called "Assignor"), MedX Sub, LLC, a Delaware limited liability company (together with its successor in interest) ("MXS" also called "Assignee") and MedX Holdings, Inc., an Illinois corporation ("MXH"), as part of and in connection with that certain Assignment and Assumption Agreement dated as of the date hereof by and between MXI and MXS ("Assignment"). The terms of this Addendum are hereby incorporated and made a part of the Assignment.

WHEREAS, pursuant to the terms of the Assignment, MXS has agreed to assume as an additional co-obligor (together with MXI and MXH), any and all debts, agreements, instruments and obligations of MXI as of the date of the Assignment to American Chartered Bank, located at 450 E. Higgins Road, Elk Grove Village, IL 60007 (collectively, the "Bank Debt"), without derogating or extinguishing the continuing obligations of MXI or MXH under or pursuant thereto and, in each case, subject to the undertaking by MXI and MXH to continue as an obligor therefor and any extensions, replacements or refinancings thereof; and

WHEREAS, MXI and MXH agree to continue to be obligated in connection with any such extensions, replacements or refinancings thereof.

For good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, MXI, MXS and MXH agree as follows:

1. MXI and MXH agree that notwithstanding any corporate reorganization of them or MXS they shall remain obligated (as a co-obligor with MXS) for repayment of the Bank Debt and also agree to be obligated for repayment of loans by each successor or financier that may refinance such Bank Debt (American Chartered Bank, and such other financiers, the "Bank," and such loans, the "Loans") under and as a party to such loan agreements, documents, instruments and agreements of subordination, and extensions and replacements thereof (such agreements, documents and instruments, together with any and all extensions, replacements and pursuant to refinancings thereof, whether previously or hereafter made, sometimes hereinafter referred to as the "Loan Documents").

2. MXI and MXH further acknowledge and reaffirm their continuing and ongoing obligations under the Loan Documents and their continuing obligations to the then-current Bank (as may be in place from time to time) for the Loans and extensions and refinancings thereof, and MXI and MXH agree to execute, deliver and perform such documents, instruments and approvals as may be necessary or desirable by the then-current Bank or any other party to this Addendum in connection therewith.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Assignment and Assumption Agreement as of the date first above written.

MedX, Incorporated

By: S. Smith
Its: President

MedX Sub, LLC

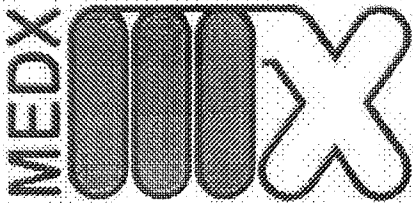
By: S. Smith
Its: President

MedX Holdings, Inc.

By: S. Smith
Its: Vice President

SCHEDULE A

TRADEMARKS

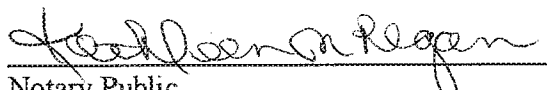
Trademark	Record Owner	Jurisdiction	Registration/Application No.
MedX, Inc. (and Design): 	MedX, Inc.	United States	Reg. No. 3,427,944 Serial No. 77220554 Registration Date: May 13, 2008
NuQuest	MedX, Inc.	United States	Reg No. 2034507 Serial No. 74703644 Registration Date: January 28, 1997

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF ILLINOIS)

COUNTY OF COOK)

The forgoing instrument was acknowledged before me this 25th day of July, 2013.



Notary Public

