

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
Hill Top Research Corporation		01/06/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Hill Top Purchaser, Inc.		
Street Address:	6088 Main Street		
City:	Miamiville		
State/Country:	OHIO		
Postal Code:	45147		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1225856	HILL TOP CHAMBER	
CORRESPONDENCE DATA			
Fax Number:	5136516981		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	513-651-6800		
Email:	trademarks@fbtlaw.com		
Correspondent Name:	Frost Brown Todd LLC c/o Monica Dias		
Address Line 1:	3300 Great American Twr., 301 E. 4th St.		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	35500/384756		
NAME OF SUBMITTER:	Monica L. Dias		
Signature:	/MLD/		
Date:	07/31/2013		

OP \$40.00 1225856

Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment"), dated as of January 6th, 2011, is by and between Hill Top Research Corporation, a Delaware corporation ("Seller"), and Hill Top Purchaser, Inc., a Delaware corporation ("Buyer").

WHEREAS, pursuant to an Asset Purchase Agreement, dated as of January __, 2011, by and between Seller, Buyer and DW Healthcare Partners L.P., a Delaware limited partnership (the "Purchase Agreement"), Buyer has agreed to purchase the Acquired Assets, which include certain Intellectual Property; and

WHEREAS, pursuant to the Purchase Agreement, Seller desires to assign, transfer, convey and deliver, and the Buyer desires to accept and assume, the Transferred IP (as defined below), all on the terms and subject to the conditions set forth in the Purchase Agreement; and

WHEREAS, this Assignment is being executed to evidence the assignment, transfer, conveyance and delivery of Seller's right, title and interest in and to the Transferred IP.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement and intending to be legally bound hereby, the parties hereto agree as follows:

1. **DEFINITIONS**

As used herein, the following terms (or any variant in the form thereof) have the following respective meanings; any capitalized terms not defined herein shall have the meanings attributed thereto in the Purchase Agreement:

2. **ASSIGNMENT AND ASSUMPTION**

2.1. Seller hereby sells, assigns, transfers, conveys and delivers to Buyer the Intellectual Property as listed on Exhibit A hereto (the "Transferred IP"), all goodwill relating primarily to the Transferred IP, the right to obtain registrations of the Transferred IP throughout the world, all claims of Seller against third parties relating to the Transferred IP, whether choate or inchoate, known or unknown, contingent or noncontingent (except for such claims that relate to Excluded Assets or Excluded Liabilities); in each case including but not limited to the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future misappropriations or violations thereof, all in Buyer's sole name.

2.2. Seller agrees that, if applicable, it will reasonably assist Buyer, at Buyer's expense, in acquiring and maintaining any available protections for, and confirming Buyer's title to, the Transferred IP. In furtherance of the aforesaid, Seller shall cooperate with Buyer in any action Buyer reasonably requests that Seller take in order to effectuate, carry out, or fulfill the parties' intent and/or Seller's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Buyer's reasonable discretion and at its expense, to consolidate, confirm, vest and/or record Buyer's full and complete

ownership of copyrights or trademarks with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices, or with domain name registrars.

2.3. Seller and Buyer acknowledge and agree that this Assignment is intended only to document the assignment by Seller and assumption by Buyer of the Transferred IP, and that the Purchase Agreement is the exclusive source of the agreement and understanding between Seller and Buyer respecting the Transferred IP. Nothing in this Assignment shall limit, expand or otherwise affect the representations, warranties, agreements, or covenants contained in the Purchase Agreement or the survival thereof. In the event of a conflict or inconsistency between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

3. GENERAL

3.1. Entire Agreement. This Assignment and the Purchase Agreement contain the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties.

3.2. Governing Law; Jurisdiction. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. Each party hereto hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts located in the State of Delaware in any action, suit or proceeding arising in connection with this Agreement, and agrees that any such action, suit or proceeding shall be brought only in such court (and waives any objection based on forum non conveniens or any other objection to venue therein). Each party hereto further agrees that service of process may be effected by mailing a copy of such process by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at its address as provided in the Purchase Agreement.

3.3. Notices. Notices, requests, permissions, waivers and other communications hereunder shall be in writing and shall be delivered in accordance with the terms of the Purchase Agreement.

3.4. Amendment. This Assignment may not be amended, modified, superseded, canceled, renewed or extended except by a written instrument signed by the party to be charged therewith.

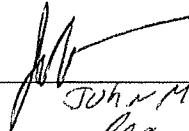
3.5. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

3.6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written.

HILL TOP RESEARCH CORPORATION

By: 
Name: JOHN MURATA
Title: President

HILL TOP PURCHASER, INC.

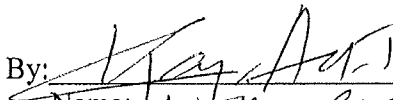
By: 
Name: NISHAY PATEL
Title: EXEC DIRECTOR

EXHIBIT A

Transferred IP

Trademark Property:

Hill Top Chamber, Registered, Registration Number 1,225,856
Accelerating Success, Unregistered, Used since 2006