

## 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
AFP Imaging Corporation		07/31/2013	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Blackstone Holdings L.L.C.		
Street Address:	14 Inverness Drive East, Suite C-216		
City:	Englewood		
State/Country:	COLORADO		
Postal Code:	80112		
Entity Type:	limited liability company: COLORADO		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2882659	DIGIVET	
Registration Number:	3283602	DIGITAL VETTEK	
Registration Number:	3286941	VETTEK	
Registration Number:	3661690	SENSOR ARMOR	
Registration Number:	3664533	VIEWALL	
Registration Number:	4093769	IMAGE-VET	
CORRESPONDENCE DATA			
Fax Number:	3036293450		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	303-629-3400		
Email:	johnson.marilyn@dorsey.com		
Correspondent Name:	Dorsey & Whitney LLP		
Address Line 1:	1400 Wewatta Street, Suite 400		
Address Line 2:	IP Department		
Address Line 4:	Denver, COLORADO 80202-5549		

CH \$165.00 2882659

ATTORNEY DOCKET NUMBER:	M240968~493785-1
NAME OF SUBMITTER:	Stephen A. Zemanick
Signature:	/SAZ 2222/
Date:	08/05/2013
<p>Total Attachments: 4</p> <p>source=Trademark Assignment#page1.tif</p> <p>source=Trademark Assignment#page2.tif</p> <p>source=Trademark Assignment#page3.tif</p> <p>source=Trademark Assignment#page4.tif</p>	

## TRADEMARK ASSIGNMENT

WHEREAS, AFP Imaging Corporation, a New York corporation, ("Assignor"), is the owner of the trademarks in the form more fully described in **Exhibit A** hereto (the "Marks");

WHEREAS, Assignor desires to assign and Blackstone Holdings L.L.C., a Colorado limited liability company having an address of 14 Inverness Drive East, Suite C-216, Englewood, CO 80112, ("Assignee") desires to receive all of Assignor's right, title and interest in and to the Marks, together with the goodwill associated therewith.

WHEREAS, Assignor and Assignee, have executed that Asset Purchase Agreement dated as of July 5<sup>th</sup>, 2013 (the "APA");

WHEREAS, pursuant to the terms of the APA, Assignor desires to assign and Assignee desires to receive all of Assignor's right, title and interest in and to the Marks, together with the goodwill associated therewith.

NOW THEREFORE, for the consideration set forth in the APA, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers, assigns and sets over unto Assignee, its successors and assigns, all of Assignor's entire right, title and interest in and to the Marks, in the United States and all foreign jurisdictions, together with the goodwill associated therewith, all common law rights related to the Marks, all rights of registration, renewal and extension, and the right to recover for damages and profits for past infringements thereof.

Assignor agrees to execute and deliver at the request of Assignee all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may request in order to vest all of Assignor's right, title, and interest in and to the Marks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor. Assignor further agrees to deliver to at the request of Assignee the following types of evidence in relation to each Mark identified in Exhibit A, in each case to the extent such evidence is in the possession of Assignor: (1) any evidence supporting the first Mark use anywhere in the U.S. and any applicable foreign jurisdiction; (2) any evidence supporting first Mark use in interstate U.S. commerce; (3) any evidence relating to continuity of Mark use in each jurisdiction in which the Mark has been used; and (4) any evidence related to the scope and nature of the goods and/or services offered in connection with each such Mark.


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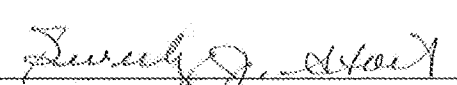
IN TESTIMONY WHEREOF, the undersigned Assignor and Assignee have executed this Assignment effective as of the 31<sup>st</sup> day of July, 2013.

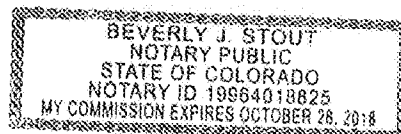
AFP IMAGING CORPORATION

BLACKSTONE HOLDINGS L.L.C.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

By:   
Name: Drew Blackstone  
Date: July 31, 2013

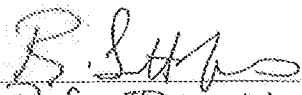
<p>Subscribed and sworn to before me this ____ day of _____, 2013.</p> <p>_____ Notary Public</p>	<p>Subscribed and sworn to before me this <u>31</u> day of <u>July</u>, 2013.</p> <p> _____ Notary Public <u>Arapahoe County</u></p>
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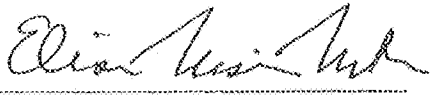
IN TESTIMONY WHEREOF, the undersigned Assignor and Assignee have executed this Assignment effective as of the 31<sup>st</sup> day of July, 2013.

AFP IMAGING CORPORATION

BLACKSTONE HOLDINGS L.L.C.

By:   
Name: R. Scott Spons  
Date: 7/21/2013

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

<p>Subscribed and sworn to before me this <u>31<sup>st</sup></u> day of <u>July</u>, 2013.</p> <p> _____ Notary Public <u>ELISE NISSEN NATHAN</u></p>	<p>Subscribed and sworn to before me this ____ day of _____, 2013.</p> <p>_____ Notary Public</p>
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ELISE NISSEN NATHAN  
Notary Public, State of New York  
No. 01NA4861228  
Qualified in Westchester County  
Term Expires Feb. 17, 2014

EXHIBIT A

Trademark	Nature of Trademark Right
DIGIVET	United States Registration No. 2,882,659
Digital VetTek	United States Registration No. 3,283,602
VetTek	United States Registration No. 3,286,941
SENSOR ARMOR	United States Registration No. 9,661,690
ViewAll	United States Registration No. 3,664,533
IMAGE-VET	United States Registration No. 4,093,769
EVA Vet	Common law, unregistered mark
SuperVista	Common law, unregistered trademark
SAINT 5G	Common law, unregistered trademark
NewTom	Common law, unregistered trademark