# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE:** ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bio-Medical Services, Inc.		01/30/2014	CORPORATION: TEXAS

## **RECEIVING PARTY DATA**

Name:	ALK-Abello, Inc.	
Street Address:	1700 Royston Lane	
City:	Round Rock	
State/Country:	TEXAS	
Postal Code:	78664	
Entity Type:	CORPORATION: DELAWARE	

## **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	4283142	ACTT
Registration Number:	4382622	ACTT
Registration Number:	4408014	ACTT ALLERGY DROPS

# **CORRESPONDENCE DATA**

Fax Number: 5126813733

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via

US Mail.

Phone: 5126813749

Email: JKeys@MathesonKeys.com **Correspondent Name:** Matheson Keys & Kordzik PLLC

Address Line 1: 7004 BEE CAVE, BLDG. 1, SUITE 110

Address Line 4: **AUSTIN, TEXAS 78746** 

ATTORNEY DOCKET NUMBER:	3105-0001
NAME OF SUBMITTER:	Jerry M. Keys
SIGNATURE:	/jerry m keys/
DATE SIGNED:	03/09/2014

## **Total Attachments: 3**

source=9975322\_1\_Recordable Trademark Assignment ALK-Bio-Medical EXECUTED#page1.tif source=9975322 1 Recordable Trademark Assignment ALK-Bio-Medical EXECUTED#page2.tif source=9975322 1 Recordable Trademark Assignment ALK-Bio-Medical EXECUTED#page3.tif

TRADEMARK REEL: 005233 FRAME: 0694 900282491

#### TRADEMARK ASSIGNMENT

In accordance with that certain Asset Purchase Agreement dated December 20, 2013, , as amended by the First Amendment to Asset Purchase Agreement dated as of February 11, 2014 among ALK-Abelló, Inc. a Delaware corporation ("Assignee"), Bio-Medical Services, Inc., a Texas Corporation ("Assignor"), Rosalie M. Mandy, Pamela M. Blaine, Lara A Mandy, and Mandy Holdings, LLC, a Texas limited liability company, pursuant to which Assignor has transferred the Business Assets as defined therein, and for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign, and transfer to Assignee, its successors and assigns, all of Assignor's rights, title and interest in and to the trademarks and service marks listed on the attached Schedule A (the "Trademarks"), whether registered or at common law, together with the goodwill of the business associated with the Trademarks, and all right, title and interest in any registrations or pending applications for the Trademarks, including, but not limited to those listed in the attached Schedule A.

Assignor further hereby assigns any and all claims, demands, and causes of action for infringement of the Trademarks, past, present and future, and all of the proceeds from the foregoing, accrued and unpaid and hereafter accruing.

Assignor also hereby assigns to Assignee all income, royalties, and payments due to Assignor with respect to the foregoing assigned Trademarks, including, without limitation, unpaid damages for past, present and future claims for infringement of the assigned Trademarks.

Assignor hereby authorizes and requests the officials of the United States Patent and Trademark Office and the corresponding officials of any and all other countries worldwide to issue any and all trademark registrations for the Trademarks, when granted, to Assignee, as Assignee of Assignor's entire right, title and interest in and to the same, for the sole use and benefit of the Assignee, its successors and assigns.

Assignor also agrees that it will reasonably cooperate with Assignee to fully carry out the terms of this assignment and that it will promptly sign and/or deliver to Assignee all documents which may be reasonably necessary to record this assignment and any prior assignments or other transfers of ownership of the Trademarks in any country of the world and otherwise perfect Assignee's ownership of the Trademarks.

[Signature Page Follows]

BIO-MEDICAL SERVICES, INC.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be signed this 30 day of January \_\_\_\_, 2014.

Bio-Medical Services, Inc.

Name: Rasalie M. Mandy

Title: CEO

STATE OF TEXAS

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**COUNTY OF TRAVIS** 

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This Trademark Assignment was acknowledged before me on January 30, 2014, by Rosalie M. Mandy, the CEO of Bio-Medical Services, Inc., an the half of said corporation.

JAMES N. CALIGIURI
Notary Public, State of Texas
My Commission Expires
JUNE 18, 2016

Signature

| Printed Name

Notary Public in and for the State of Texas

My Commission expires:

SIGNATURE PAGE

BIO-MEDICAL SERVICES, INC.

# Schedule A to Trademark Assignment between Bio-Medical Services, Inc. ("Assignor") and ALK-Abello, Inc. ("Assignee")

#### TRADEMARKS

ACTT Word Mark - 1/29/2013, Registration # 4,283,142, Class 5, 16, 41, 44



ACTT Design Mark – 8/13/2013, Registration # 4,382,622, Class 5, 16, 41, 44 ACTT Allergy Drop Design Mark - 9/24/2013, Registration # 4,408,014, Class 5, 16, 41, 44



To the extent owned by Seller, all common law trademark rights in the marks "BMS Labs", "Bio-Medical" and "Bio-Medical Services."

SCHEDULE A

BIO-MEDICAL SERVICES, INC.

TRADEMARK REEL: 005233 FRAME: 0697

**RECORDED: 03/09/2014**