

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308210

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Timm Medical Technologies, Inc.		06/16/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GOTOP Medical, Inc.		
Street Address:	15002 University Avenue NW		
City:	Andover		
State/Country:	MINNESOTA		
Postal Code:	55304		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1320535	RIGISCAN	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	612.386.0565		
Email:	weaverlegal@live.com		
Correspondent Name:	Karrie G. Weaver		
Address Line 1:	229 Starrwood		
Address Line 4:	Hudson, WISCONSIN 54016		
ATTORNEY DOCKET NUMBER:	GTP0002TM		
NAME OF SUBMITTER:	Karrie G. Weaver		
SIGNATURE:	/Karrie G. Weaver/		
DATE SIGNED:	06/19/2014		
Total Attachments: 4			
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OP \$40.00 1320535

Exhibit B

TRADEMARK ASSIGNMENT

This Agreement is made and entered into on 16th June, 2014 (the "Effective Date") by and between the following parties: Timm Medical Technologies, Inc., a Delaware corporation having a place of business at 640 Lee Road, Chesterbrook, PA 19087 (the "Assignor") AND GOTOP Medical, Inc., a Delaware corporation having its principal address at 15002 University Avenue NW, Andover, MN 55304 (the "Assignee").

WHEREAS, the Assignor is the sole and rightful owner of certain trademarks and/or service marks and the corresponding registrations and/or applications for registration (collectively referred to as the "Trademarks") set forth in Exhibit I attached hereto;

WHEREAS, Assignee wishes to purchase or acquire the entire right, title and interest in the Trademarks in perpetuity; and

WHEREAS, the Assignor and Assignee are both duly authorized and capable of entering into this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor does hereby irrevocably sell, assign and transfer to Assignee all of its right, title, and interest in and to the Trademarks in the United States and all jurisdictions outside the United States, including, without limitation, the ongoing and existing portion of the Assignor's business associated with the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to sue and recover for any past or continuing infringements or contract breaches related to the Trademarks, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.
2. The Assignor authorizes the United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of the registrations and/or registration applications set forth in Exhibit A to Assignee as recipient of Assignor's entire right, title and interest therein.
3. Assignor further agrees to, upon the request and at the expense of Assignee: (a) cooperate with Assignee in the protection of the trademark rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including registration applications and instruments of transfer; and (c) perform such other acts and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
4. Representations and Warranties. Assignor represents and warrants to Assignee:
 - a. Assignor has the right, power and authority to enter into this Agreement;

- b. Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademarks;
 - c. The Trademarks are free of any liens, security interests, encumbrances or licenses;
 - d. To its knowledge, the Trademarks do not infringe the rights of any person or entity;
 - e. There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
 - f. To its knowledge, this Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining thereto; and
 - g. Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.
 6. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the United States and the State of New York.
 7. Each party agrees that, should any provision of this Agreement be determined by a court of competent jurisdiction to violate or contravene any applicable law or policy, such provision will be severed or modified by the court to the extent necessary to comply with the applicable law or policy, and such modified provision and the remainder of the provisions hereof will continue in full force and effect.
 8. Advice of counsel. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement. This Agreement will not be construed against any party by reason of the drafting or preparation hereof.

[Signature Page Follows]

IN WITNESS whereof, the Assignor and Assignee have executed this Agreement.
ASSIGNOR

By: Ahmad Adnan
Title: CEO & President
Date: June 16, 2014



CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF PENNSYLVANIA)
SS. CHESTER
COUNTY OF the United States)

Subscribed and sworn to before me, a Notary Public, this 16th day of JUNE, 2014.

Notary Public Rachel Joy Merrick (SEAL)



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Rachel Joy Merrick, Notary Public
East Whiteland Twp., Chester County
My Commission Expires Feb. 16, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

ASSIGNEE

GOTOP Medical, Inc.

By: Xingyue Gu
Title: President

Date: June 16, 2014

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF PENNSYLVANIA)
SS. CHESTER
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Rachel Joy Merrick, Notary Public
East Whiteland Twp., Chester County
My Commission Expires Feb. 16, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Exhibit I – Trademarks

Trademark	Application No.	Registration No.	Country
RigiScan		416635	Australia
RigiScan		8950834	EU
RigiScan		1286296	France
RigiScan		1076303	Germany
RigiScan		2171516	Japan
RigiScan		1228139	UK
RigiScan		2496754	UK
RigiScan		1320535	US