

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM324305

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VeriTeQ Acquisition Corporation		11/19/2014	CORPORATION: FLORIDA
PositiveID Animal Health Corporation		11/19/2014	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Magna Equities I, LLC		
<b>Street Address:</b>	5 Hanover Square		
<b>Internal Address:</b>	Suite 1604		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10004		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77480290	HEALTH LINK	
<b>Serial Number:</b>	85178099	WIRELESS BODY	
<b>Serial Number:</b>	78099039	VERICHIP	
<b>Serial Number:</b>	78882482	VERITRACE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3124568435		
<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>			
<b>Phone:</b>	312.456.8400		
<b>Email:</b>	chiipmail@gtlaw.com, levinsteinm@gtlaw.com, mooren@gtlaw.com		
<b>Correspondent Name:</b>	Greenberg Traurig, LLP		
<b>Address Line 1:</b>	77 W. Wacker Drive		
<b>Address Line 2:</b>	Suite 3100		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	141766.018100		
<b>NAME OF SUBMITTER:</b>	Matthew J. Levinstein		
<b>SIGNATURE:</b>	/Matthew J. Levinstein/		

CH \$115.00 77480290

TRADEMARK

<b>DATE SIGNED:</b>	11/25/2014
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**Total Attachments: 5**

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**Assignment For Security**  
**Trademarks**

November 19, 2014

WHEREAS, **VeriTeQ Acquisition Corporation**, a Florida corporation (“**VeriTeQ**”), and **PositiveID Animal Health Corporation**, a Florida corporation (“**PositiveID**” and together with VeriTeQ, each an “**Assignor**”, and collectively, the “**Assignors**”) each has adopted, used and is using, and owns the trademarks and service marks listed on the annexed Schedule 1A in which it is referenced as the owner of record, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “**Trademarks**”).

WHEREAS, the Assignors have entered into a Security and Pledge Agreement, dated as of November 13, 2013 (as amended, restated or otherwise modified from time to time the “**Security Agreement**”), in favor of **Magna Equities I, LLC**, as collateral agent for certain purchasers (the “**Assignee**”);

WHEREAS, pursuant to the Security Agreement, the Assignors have assigned to the Assignee and granted to the Assignee for the benefit of the Buyers (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignors in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “**Collateral**”), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

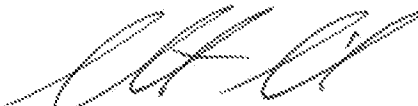
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors do hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grant to the Assignee for the benefit of the Buyers a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the Buyers observance of the Obligations.

The Assignors do hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.


IN WITNESS WHEREOF, the Assignors have caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

**ASSIGNORS:**

**VERITEQ ACQUISITION CORPORATION**

By:   
Name: Scott Silverman  
Title: CEO

**POSITIVEID ANIMAL HEALTH CORPORATION**

By:   
Name: Scott Silverman  
Title: CEO

**SCHEDULE 1A TO ASSIGNMENT FOR SECURITY**

Trademarks and Trademark Applications

<b>Serial No.</b>	<b>Reg. No.</b>	<b>Mark</b>	<b>Owner of Record</b>
<b>77480290</b>	<b>3589388</b>	<b>Health Link</b>	<b>PositiveID Animal Health Corporation</b>
<b>85178099</b>		<b>Wireless Body</b>	<b>VeriTeQ Acquisition Corporation</b>
<b>78099039</b>	<b>3472197</b>	<b>VeriChip</b>	<b>PositiveID Animal Health Corporation*</b>
<b>78882482</b>	<b>3472300</b>	<b>VeriTrace</b>	<b>PositiveID Animal Health Corporation*</b>

\*Assignor plans to file a name change with the PTO from VeriChip Corporation to PositiveID Corporation.

**Amendment To Assignment For Security  
Trademarks**

This Amendment to Assignment for Security Trademarks (the “**Amendment**”), dated as of November 19, 2014, is made by **VeriTeQ Acquisition Corporation**, a Florida corporation (“**VeriTeQ**”) and **PositiveID Animal Health Corporation**, a Florida corporation (“**PositiveID**”), and together with VeriTeQ, each an “**Assignor**”, and collectively, the “**Assignors**”).

Recitals

WHEREAS, on November 13, 2013, the Assignors entered into a Security and Pledge Agreement in favor of Hudson Bay Master Fund Ltd. (“**Hudson Bay**”), as collateral agent for certain purchasers (as amended, restated or otherwise modified from time to time the “**Security Agreement**”);

WHEREAS, simultaneously with the execution of the Security Agreement, Assignors executed and delivered to Hudson Bay an Assignment for Security Trademarks dated as of November 13, 2013 (the “**Trademark Security Agreement**”), which Trademark Security Agreement was filed with the United States Patent and Trademark Office on November 14, 2013, pursuant to which Assignor granted a security interest to Hudson Bay in certain trademarks identified on Schedule 1A to the Trademark Security Agreement. All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Trademark Security Agreement;

WHEREAS, on or around the date hereof, Hudson Bay was replaced as collateral agent under the Security Agreement by Magna Equities I, LLC, as collateral agent (the “**Collateral Agent**”); and

WHEREAS, Assignors desire to amend the Trademark Security Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Security Agreement, the Trademark Security Agreement and herein, the Assignors hereby agree as follows:


1. All references to “Hudson Bay Master Fund Ltd.” in the Trademark Security Agreement shall be replaced in its entirety by “Magna Equities I, LLC”.
2. Except as expressly modified by this Amendment, the Trademark Security Agreement shall remain in full force and effect in accordance with its terms.

*[Signature page immediately follows.]*

IN WITNESS WHEREOF, the Assignors have executed this Amendment as of the date written above.

**ASSIGNORS:**

VERITEQ ACQUISITION CORPORATION

By:   
Name: Scott Silverman  
Title: CEO

POSITIVEID ANIMAL HEALTH CORPORATION

By:   
Name: Scott Silverman  
Title: CEO