

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM330084

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Athena ISG/GTXtreme, Inc.		01/26/2015	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Athena GTX, Inc.		
<b>Street Address:</b>	2200 Gannett Ave.		
<b>City:</b>	Des Moines		
<b>State/Country:</b>	IOWA		
<b>Postal Code:</b>	50321		
<b>Entity Type:</b>	CORPORATION: IOWA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4656471	WIMED	
<b>Registration Number:</b>	3812490	ATHENA GTX	
<b>Registration Number:</b>	3832758	A2B	
<b>Registration Number:</b>	4060303	MINI-MEDIC	
<b>Registration Number:</b>	4324765	WVSM	
<b>Registration Number:</b>	4347003	WI-SYNC	
<b>Registration Number:</b>	4347106	MURPHY FACTOR	
<b>Serial Number:</b>	85207098	ZEUS	
<b>Registration Number:</b>	3628493	EUROLITE GTX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8885707381		
<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>	202-570-7378		
<b>Email:</b>	mail@remenicklaw.com		
<b>Correspondent Name:</b>	Michelle Safro Smith		
<b>Address Line 1:</b>	1025 Thomas Jefferson St. NW		
<b>Address Line 2:</b>	Ste. 175		
<b>Address Line 4:</b>	Washington, D.C. 20007		
<b>ATTORNEY DOCKET NUMBER:</b>	3030.001		

OP \$240.00 4656471

<b>NAME OF SUBMITTER:</b>	Michelle Safro Smith
<b>SIGNATURE:</b>	/Michelle Safro Smith/
<b>DATE SIGNED:</b>	01/26/2015
<b>Total Attachments: 5</b> source=Executed Quitclam and Assignment#page1.tif source=Executed Quitclam and Assignment#page2.tif source=Executed Quitclam and Assignment#page3.tif source=Executed Quitclam and Assignment#page4.tif source=Executed Quitclam and Assignment#page5.tif	

## QUITCLAIM AND ASSIGNMENT

**WHEREAS**, Athena ISG/GTXtreme, Inc. ("Grantor"), a now dissolved California corporation with a prior business address at 10291A Trademark Street, Rancho Cucamongo, CA 91730, was dissolved in favor of, and/or merged into Athena GTX, Inc. ("Grantee"), an Iowa corporation in good standing having a place of business located at 2200 Gannett Ave., Des Moines, Iowa 50321, formed as a successor to Grantor.

**WHEREAS**, Grantor is the registered owner of all right, title and interest in and to the Trademarks listed on Exhibit A (attached hereto and hereinafter referred to as the "Marks") in the United States and throughout the world, including the corresponding U.S. and non-U.S. registrations and applications, if any, together with the goodwill of the business connected with and symbolized by the Trademarks in the United States and throughout the world;

**WHEREAS**, Grantor desires to convey, transfer, assign, deliver, and contribute to Grantee all of its right, title, and interest in and to the Marks in the United States and throughout the world including the corresponding registration in the United States and all good-will associated with the registration and the Marks throughout the world; and

**WHEREAS**, Grantee desires to acquire all worldwide right, title and interest in and to the Marks and registrations including all good-will associated therewith;

**NOW, THEREFORE**, for ten US dollars (USD\$10.00) and other good and valuable consideration, the receipt and adequacy of which are acknowledged, Grantor hereby conveys, transfers, assigns, delivers, and contributes to Grantee all of Grantor's right, title, and interest throughout the world of whatever kind in any jurisdiction in and to the Marks, together with (1) the goodwill of the business relating to the goods with which the Marks are used and if applicable, for which it is registered; (2) all income, royalties, and damages hereafter due or payable to Grantor with respect to the Marks, including without limitation, damaged, and payments for past or future infringements and misappropriations of the Marks; and (3) all rights to sue for past, present and future infringements or misappropriations of the Marks, the same to be held and enjoyed by Grantee as fully and entirely as said interest could have been held and enjoyed by Grantor had this sale, assignment, transfer and conveyance not been made.

**GRANTOR** further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Grantee full right, title, and interest in the Marks.

**GRANTOR** authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth above to Grantee as assignee of Grantor's entire right, title and interest therein. Grantor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Grantee's ownership of the Marks.

**THIS QUITCLAIM AND ASSIGNMENT** may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

In the event of any disputes as to the assignment, and to resolve any doubt as to ownership of the Marks, Grantor, hereby quit claims to Grantee any and all right, title and interest Grantor may have in and to the trademarks and service marks listed on Exhibit A, including any associated goodwill, and all rights to any recovery for prior acts of infringement of all assigned trademarks, including the right to recover all monetary damages, including damages for past infringement.

**IN WITNESS WHEREOF**, the parties hereto have executed this QUITCLAIM and ASSIGNMENT as of the date first above written.

**GRANTOR: Athena ISG/GTXtreme, Inc.**

By: Mark I. Darrah Date: January 26, 2015  
Name: Mark I. Darrah as Trustee of the now-dissolved corporation  
Title: President and CEO

City of Des Moines )  
) ss:  
Iowa )

On this 26<sup>th</sup> day of January, 2015, before me a Notary Public in and for the County and State aforesaid, personally appeared Mark I. Darrah, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

Linda M Rhone  
Notary Public

(SEAL)

My Commission Expires 2/27/17



**GRANTEE: Athena GTX, Inc.**

By: Mark I. Darrah  
Name: Mark I. Darrah  
Title: President and CEO

Date: January 26, 2015

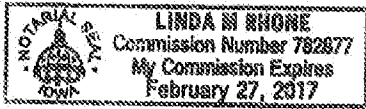
City of Des Moines )  
Iowa ) ss:  
)

On this 26<sup>th</sup> day of January, 2015, before me a Notary Public in and for the County and State aforesaid, personally appeared Mark I. Darrah, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

Linda M. Rhone  
Notary Public

(SEAL)

My Commission Expires 2/27/17



**Exhibit A**

Mark: **WIMED**  
Reg. No. 4,656,471  
Registered: December 16, 2014  
Application No. 85/129,663  
Filed: September 14, 2010

Mark: **ATHENA GTX**  
Reg. No. 3,812,490  
Registered: July 6, 2010  
Application No. 77/430,298  
Filed: March 24, 2008

Mark: **A2B**  
Reg. No. 3,832,758  
Registered: August 10, 2010  
Application No. 77/723,522  
Filed: April 27, 2009

Mark: **MINI-MEDIC**  
Reg. No. 4,060,303  
Registered: November 22, 2011  
Application No. 77/430,297  
Filed: March 24, 2008

Mark: **WVSM**  
Reg. No. 4,324,765  
Registered: April 23, 2013  
Application No. 85/066,612  
Filed: June 18, 2010

Mark: **WI-SYNC**  
Reg. No. 4,347,003  
Registered: June 4, 2013  
Application No. 77/723,519  
Filed: April 27, 2009

Mark: **MURPHY FACTOR**  
Reg. No. 4,347,106  
Registered: June 4, 2013  
Application No. 85/116,691  
Filed: August 26, 2010

Mark: **ZEUS**  
Reg. No. TBD  
Registered: TBD  
Application No. 85/207,098  
Filed: December 29, 2010

Mark: **EUROLITE GTX**  
Reg. No. 3,628,493  
Registered: May 26, 2009  
Application No. 77/482977  
Filed: May 23, 2008

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