

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331068

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shared Medical Resources, LLC		01/16/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Histologics, LLC		
Street Address:	20409 Yorba Linda Blvd., Suite 119		
City:	Yorba Linda		
State/Country:	CALIFORNIA		
Postal Code:	92886		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	74370500	SPIRABRUSH CX	
CORRESPONDENCE DATA			
Fax Number:	3147267501		
<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:	314-726-7500		
Email:	sehefile@hdp.com		
Correspondent Name:	Steven E Holtshouser		
Address Line 1:	7700 Bonhomme, Suite 400		
Address Line 4:	St. Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	15298-400043		
NAME OF SUBMITTER:	Steven E. Holtshouser		
SIGNATURE:	/Steven E. Holtshouser/		
DATE SIGNED:	02/04/2015		
Total Attachments: 4			
source=TRADEMARK AND DOMAIN NAME ASSIGNMENT signed by Olsen#page1.tif			
source=TRADEMARK AND DOMAIN NAME ASSIGNMENT signed by Olsen#page2.tif			
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TRADEMARK AND DOMAIN NAME ASSIGNMENT

WHEREAS, Shared Medical Resources, LLC, (“Assignor”), a Delaware Limited Liability Corporation, with a place of business at 190 Newport Center Drive, Suite 100, Newport Beach, CA 92660, is the owner of the trademark SPIRABRUSH CX, USPTO Registration Serial Number 74370500 and the domain name SPIRABRUSH.COM, Registration Domain ID 87200420_Domain_COM-VRSN;

WHEREAS, ASSIGNOR desires to assign all right, title and interest in and to the mark SPIRABRUSH CX and the domain name SPIRABRUSH.COM to Histologics, LLC, (“Assignee”), a Delaware Limited Liability Corporation, with a place of business at 20409 Yorba Linda Blvd., Suite 119, Yorba Linda, CA 92886; and

WHEREAS, Assignee, is desirous of acquiring the entire right, title and interest in and to SPIRABRUSH CX and the domain name SPIRABRUSH.COM;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, including the execution and performance of the mutual obligations under the SETTLEMENT AGREEMENT,

LICENSE AND COVENANTS NOT TO SUE executed January 16, 2015

between, *inter alia*, Assignor and Assignee, the receipt and adequacy of all of which are hereby acknowledged, ASSIGNOR agrees to assign, and hereby does assign, effective January 16, 2015, all right, title, and interest in and to the mark SPIRABRUSH CX and the domain name SPIRABRUSH.COM together with the goodwill of the business symbolized thereby, and the right to sue for and to recover for past infringements thereof, unto said ASSIGNEE, its successors and assigns.

ASSIGNOR represents that at the time of execution of this Trademark Assignment, ASSIGNOR is the owner of all right, title, and interest in and to the trademark SPIRABRUSH CX and the domain name SPIRABRUSH.COM, and that ASSIGNOR has not assigned, transferred, licensed or encumbered ASSIGNOR'S rights therein, and that ASSIGNOR will not hereafter assign or attempt to assign any rights therein, or take any other action inconsistent with this Trademark Assignment.


ASSIGNOR agrees to execute such further documents and take such acts as reasonably required by ASSIGNEE or ASSIGNEE'S successor to secure and enforce ASSIGNEE's rights in the mark SPIRABRUSH CX and the domain name SPIRABRUSH.COM, including but not limited to further assignments.

This Assignment is null and void if the payment required by Assignee to Assignor under the SETTLEMENT AGREEMENT, LICENSE AND

COVENANTS NOT TO SUE executed January 16, 2015 is not made within seven
(7) business days of January 16, 2015.

ASSIGNOR:

Shared Medical Resources, LLC



A handwritten signature in black ink, appearing to read "Dan G. Olsen", is written over a horizontal line.

By: Dan G. Olsen

Title: CEO

61417619

TRADEMARK
REEL: 005453 FRAME: 0032

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of Orange)

On Jan 22, 2015, before me, Patricia Nguyen,
Notary Public, personally appeared Dan G. Olsen

_____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Patricia Nguyen
Signature

(Affix Seal)

