# CH \$40.00 318522

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM335623

Stylesheet Version v1.2

| SUBMISSION TYPE:      | NEW ASSIGNMENT                                     |  |
|-----------------------|--|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |  |

### **CONVEYING PARTY DATA**

| Name                          | Formerly | Execution Date | Entity Type                            |
|-------------------------------|----------|----------------|--|
| RESONANCE<br>INNOVATIONS, LLC |          | 12/31/2014     | LIMITED LIABILITY<br>COMPANY: NEBRASKA |

### **RECEIVING PARTY DATA**

| Name:           | SCANMED, LLC                        |  |
|-----------------|-------------------------------------|--|
| Street Address: | 9840 S. 140TH STREET, SUITE 8       |  |
| City:           | ОМАНА                               |  |
| State/Country:  | NEBRASKA                            |  |
| Postal Code:    | 68138                               |  |
| Entity Type:    | LIMITED LIABILITY COMPANY: NEBRASKA |  |

### **PROPERTY NUMBERS Total: 1**

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 3185228 | SCANMED   |

## **CORRESPONDENCE DATA**

**Fax Number:** 8164121263

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.

**Phone:** 816.842.8600

Email: TRADEMARK@STINSONLEONARD.COM

Correspondent Name: STINSON LEONARD STREET LLP
Address Line 1: 1201 WALNUT STREET, SUITE 2900

Address Line 2: STINSON TRADEMARK ADMINISTRATOR
Address Line 4: KANSAS CITY, MISSOURI 64106-2150

| ATTORNEY DOCKET NUMBER: | 0810753-0004    |
|-------------------------|-----------------|
| NAME OF SUBMITTER:      | Cynthia Maust   |
| SIGNATURE:              | /Cynthia Maust/ |
| DATE SIGNED:            | 03/19/2015      |

### **Total Attachments: 3**

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> TRADEMARK REEL: 005481 FRAME: 0728

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# INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into this 31<sup>st</sup> day of December, 2014, by and between Resonance Innovations LLC, a Nebraska limited liability company ("Assignor") and ScanMed, LLC, a Nebraska limited liability company ("Assignee"). Assignor and Assignee are sometimes referred to collectively herein as the "parties" and individually herein as a "party".

WHEREAS, Assignor and Assignee entered into that certain Contribution Agreement, of even date herewith (the "Agreement"), pursuant to which, among other matters, Assignor contributed certain assets to Assignee as an additional capital contribution.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Assignment</u>. Assignor hereby sells, assigns, transfers, and conveys to Assignee all of Assignor's rights, titles and interests in, under, and to the Intellectual Property Assets, including, without limitation, those Intellectual Property Assets listed on **Schedule A**, attached hereto. Assignee hereby accepts such sale, assignment, transfer, and conveyance of all of Assignor's rights, titles and interests in, under, and to the Intellectual Property Assets.
- 2. <u>Further Assurances</u>. From time to time after the date hereof, each of the parties shall, upon request by the other party and without further consideration, execute, acknowledge and deliver all such other instruments of sale, assignment, conveyance and transfer, and shall take all such other commercially reasonable actions, in each case to the extent required to give effect to the transactions in accordance with the terms of this Assignment.
- 3. <u>Binding Effect</u>. This Assignment shall be binding upon and shall inure to the benefit of Assignor, Assignee and each of their respective successors and assigns.
- 4. <u>Counterparts</u>. This Assignment may be executed by the parties hereto in any number of counterparts, including without limitation any electronic signature sent via electronic mail or facsimile, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.
- 5. Governing Law. This Assignment, and the rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the internal laws of the State of Nebraska.
- 6. <u>Defined Terms</u>. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

[Signature Page and Schedule A Follow]

TRADEMARK REEL: 005481 FRAME: 0729 IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

RESONANCE INNOVATIONS LLC

By:

Randall W. Jones, Chief Executive Officer

SCANMED, LLC

By: Resonance Innovations LLC, its member

By:

Randall W. Jones, Chief Executive Officer

# SCHEDULE A

Type Description Reg./App. No.

U.S. trademark "ScanMed" character mark 3185228

U.S. patent NMR Quadrature Detection Array 5430378

U.S. patent app. Garment MRI Antenna Array 13/683,602

The url <u>www.scanmed.com</u>.

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TRADEMARK REEL: 005481 FRAME: 0731

**RECORDED: 03/19/2015**